



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **8th day of June, 2021** at **6:00** p.m. in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

The following subjects will be discussed, to-wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. SPECIAL REPORTS/RECOGNITION:

- 1.1) Development Services Report: M. Imrie

2. CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

- 2.1) Approval of the May 25, 2021 City Council Workshop minutes

- 2.2) Approval of the May 19, 2021 City Council Regular Meeting minutes

3. PUBLIC HEARING:

3.1) Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 608 Buchanan Dr. (Legal Description: Lot No. Nine-B (9-B), a Short Form Replat of Lot 9B, 9C & 9D, being a Replat of Lot 9A, Hamilton Creek Addition). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”: L. Kimbler

4. ACTION ITEMS:

4.1) Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) SECTION 118-61 (ENTITLED “CONSTRUCTION PLANS”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.2) Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES SECTION 118-74 (ENTITLED “BOARD OF ADJUSTMENT”) BY CODIFYING THE BOARD OF ADJUSTMENT’S COMPOSITION; TERM; AND SCOPE OF AUTHORITY PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.3) Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF AUTHORIZING BOAT AND RECREATIONAL VEHICLE SALES, SERVICE AND STORAGE IN THE HEAVY COMMERCIAL - DISTRICT “C-3” ; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.4) Discuss and consider action: Appointment of three Commissioners to the Housing Authority of the City of Burnet: K. Dix

4.5) Discuss and consider action: Burnet Historic Preservation Board appointment: K. Dix

4.6) Discuss and consider action: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 608 BUCHANAN DR (LEGAL DESCRIPTION: LOT NO. NINE-B

(9-B), A SHORT FORM REPLAT OF LOT 9B, 9C, & 9D, BEING A REPLAT OF LOT 9A, HAMILTON CREEK DR) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.7) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, TO ENTER INTO A GRANT AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION (TXDOT) TO MAKE CERTAIN IMPROVEMENTS TO THE BURNET MUNICIPAL AIRPORT; AGREEING TO PROVIDE 10% OF THE TOTAL PROJECT COSTS; NAMING TXDOT AS THE AGENT FOR THE CITY; AND APPOINTING A DESIGNATED REPRESENTATIVE: A. Field

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH GOLFNOW FOR DELAWARE SPRINGS GOLF COURSE: D. Vaughn

4.9) Discuss and consider action: Interlocal Agreement between the Burnet Consolidated Independent School District and the City of Burnet for School Resource Officers: B. Lee

4.10) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRANITE PARTNERS LLC FOR THE PROVISION OF WHOLESALE WATER TO SERVE REED RANCH AND PROVIDE CONFIRMATION OF THE PROVISION OF WHOLESALE WATER TO THE BURNET COUNTY COMMISSIONERS COURT: D. Vaughn

5. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

6. ADJOURN:

Dated this the 2nd day of June, 2021

**CITY OF BURNET
CRISTA GOBLE BROMLEY, MAYOR**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on June 2, 2021, and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



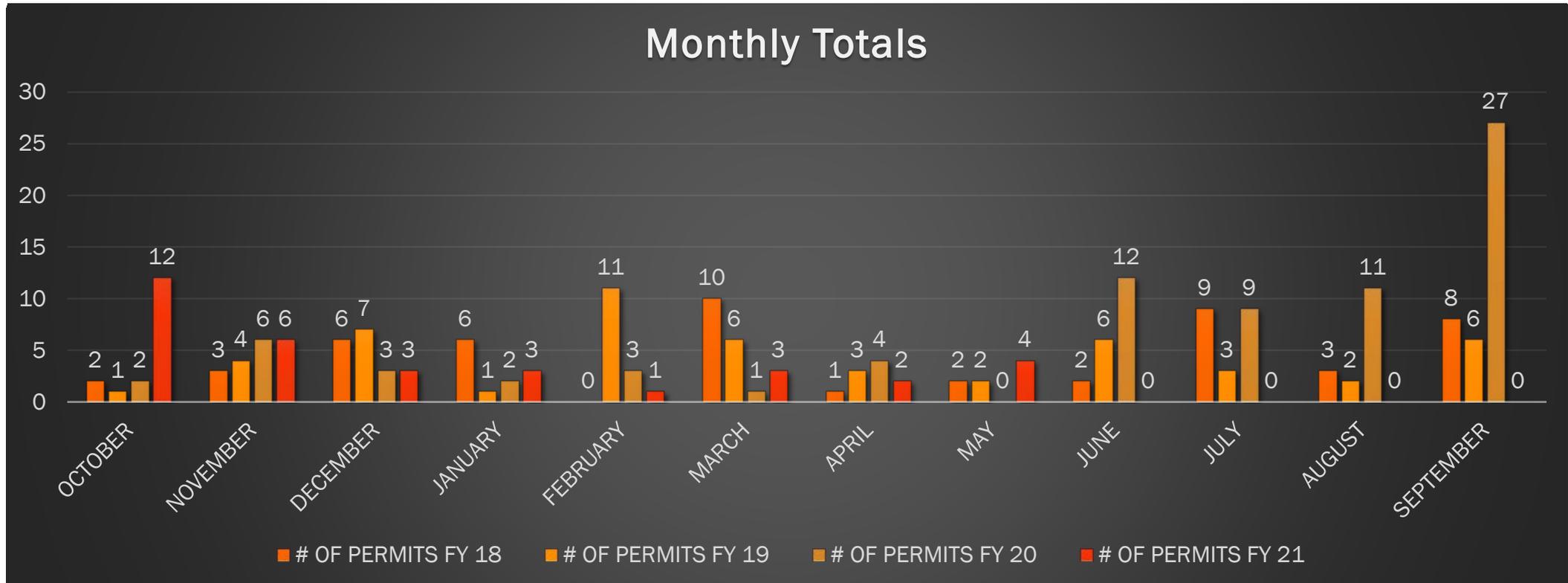
Development Services Report

JUNE 8, 2021

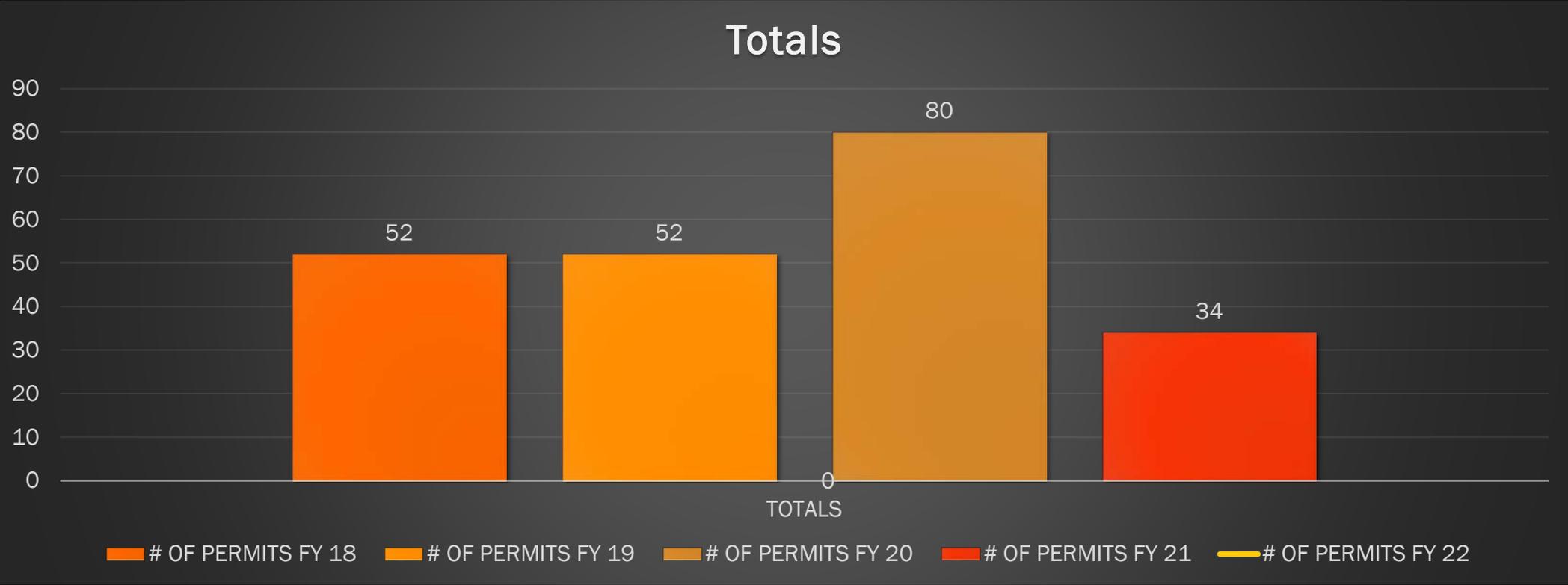
Residential Permits

-
- New Construction Permits

New Residential Permits-Monthly Totals



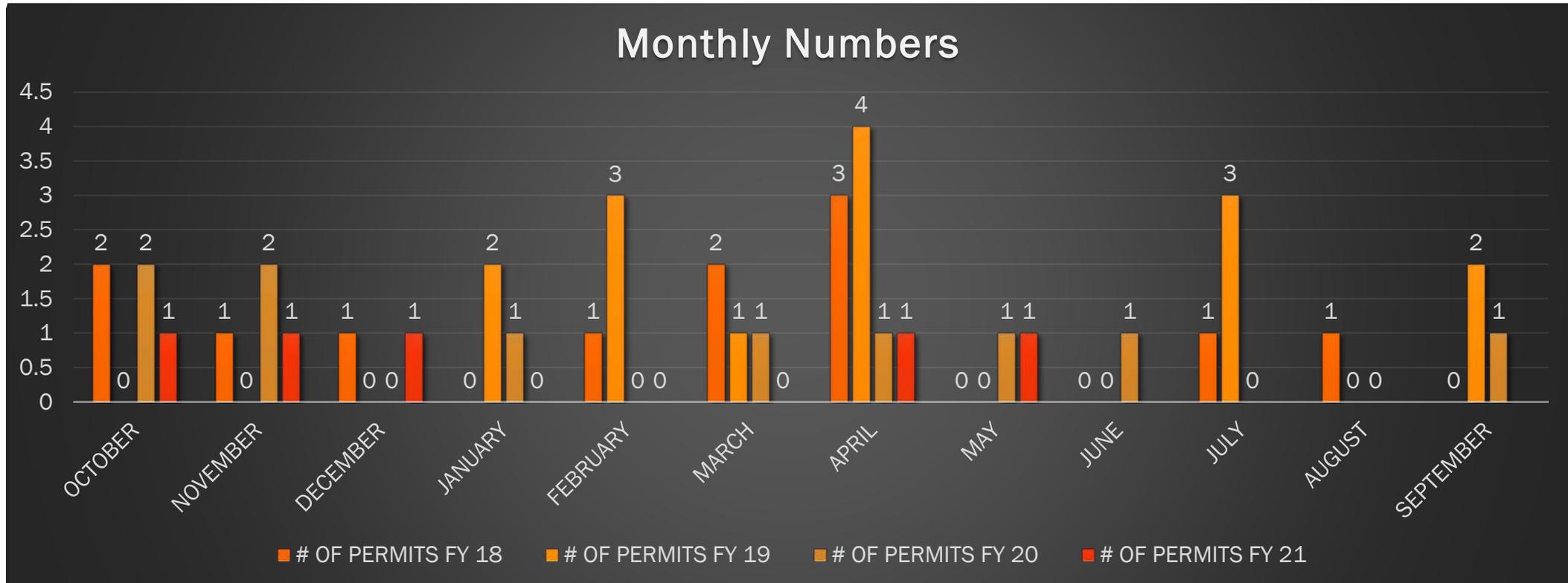
New Residential Permits-Yearly Totals



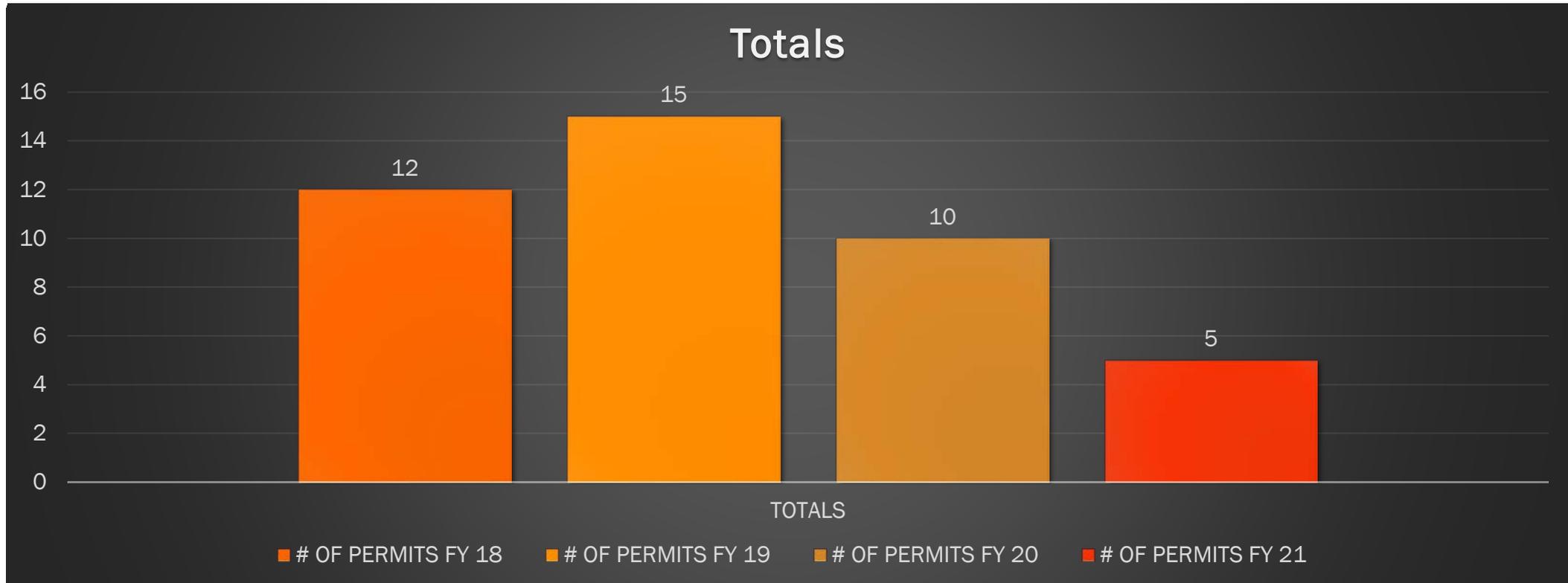
Commercial Permits

-
- New and Remodel Construction Permits

Commercial Permits-Monthly Totals



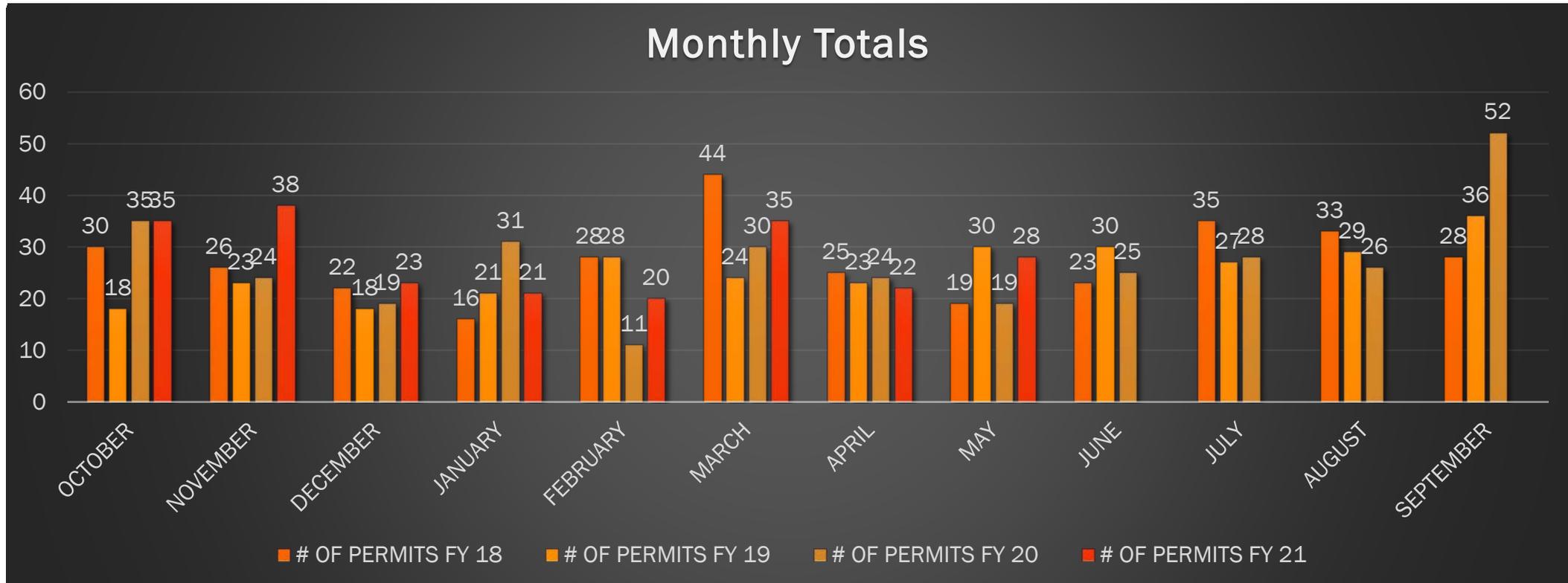
Commercial Permits-Yearly Totals



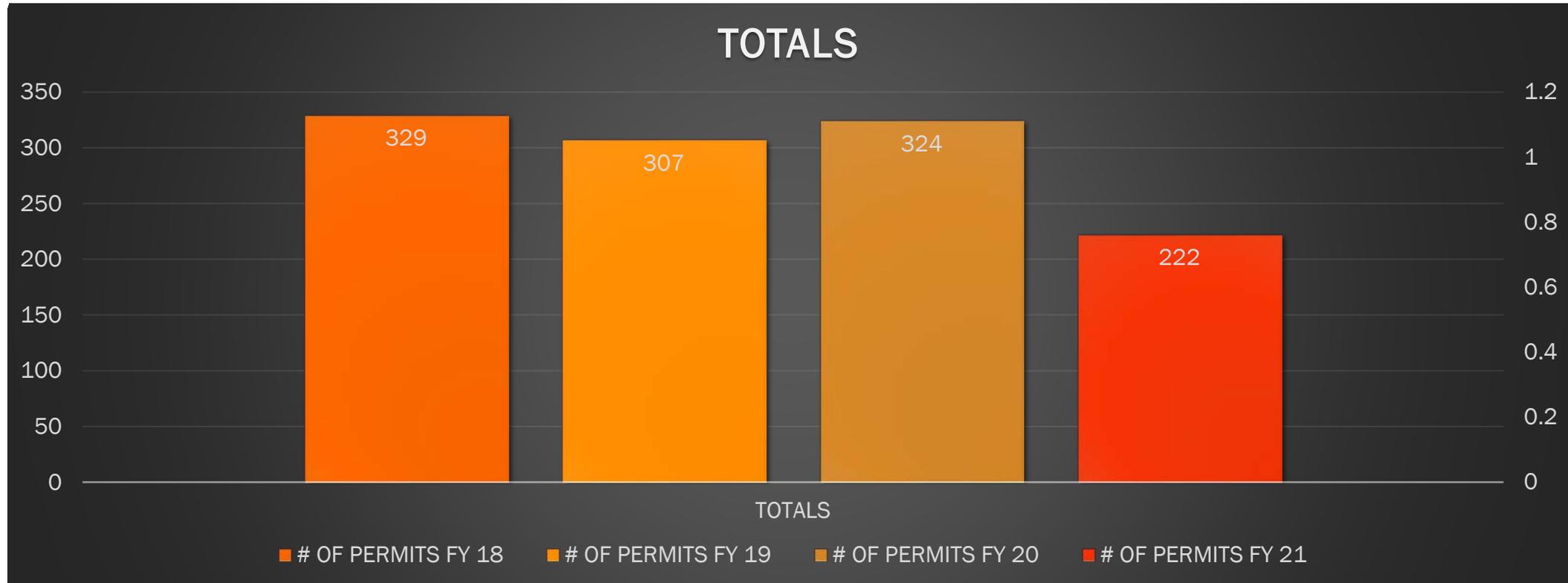
Total Permits Issued

- New Residential/Commercial
- Residential/Commercial Remodel
- Re-Roofs
- Electrical Meter Upgrades
- Plumbing Upgrades
- HVAC Upgrades
- Signs
- Irrigation/OSSF
- Special Events

Total Permits Issued-Monthly Totals



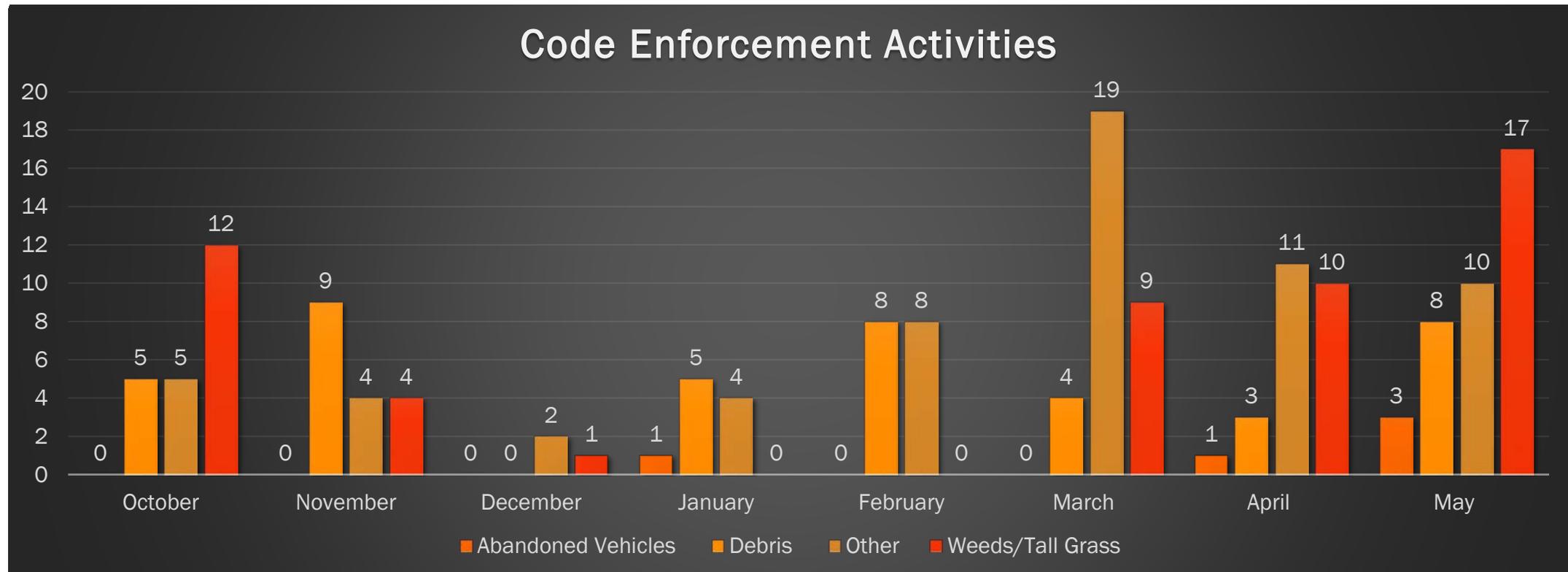
Total Permits Issued-Yearly Totals



Code Enforcement

- 163 Cases
- 107 Closed
- 39 Open
- 17 In Court

Code Enforcement Activities



STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 25th day of May, 2021, the City Council of the City of Burnet convened in Workshop Session, at 5:00 p.m. at the Council Chambers, Burnet Municipal Airport, 2402 S. Water Street, Burnet, TX thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Philip Thurman, Mary Jane Shanes, Ricky Langley, Danny Lester, Cindia Talamantez
Absent Joyce Laudenschlager
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Gene Courtney, Patricia Langford, Alan Burdell, Mark Ingram. Brian Lee, Tony Nash, Mark Miller, Tanya Clawson, Kelli Sames, Adrienne Field, Lottie McCorkle, Cindy Compton, Glen Gates, Mary Brown, Sherrye Faulkenberry

Call to Order: Mayor Bromley called the meeting to order at 6:00 p.m.

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG: Pledges led by Council Member Cindia Talamantez

SPECIAL REPORTS/RECOGNITION:

Proclamation: LaCare: Mayor Bromley: Mayor Bromley presented Lottie McCorkle, LaCare Manager, and several of the volunteers with a proclamation declaring May 25, 2021 LaCare Day in the City of Burnet and encouraging all citizens to support the LaCare Food Bank and their mission.

April 2021 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed the April 2021 Financial report to include revenue and expenses for all funds with all present.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the May 11, 2021 Regular City Council Meeting minutes:

Approval of the May 19, 2021 City Council Budget Workshop minutes: Council Member Cindia Talamantez moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

PUBLIC HEARING:

Public Hearing: City Council will receive testimony and comments from members of the public on an ordinance amending City of Burnet Code of Ordinances, Chapter 118 (entitled “Zoning”) Section 118-61 (entitled “construction plans”): H. Erkan: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

Public Hearing: The City council shall conduct a public hearing to receive public testimony and comments on the merits of an amendment to the Zoning Code for the purpose of amending the Code of Ordinances Section 118-74 (entitled “Board of Adjustment): H. Erkan: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

Public Hearing: City Council shall conduct a public hearing to receive public testimony and comments on the merits of an amendment to the Zoning Code for the purpose of authorizing boat and recreational vehicle sales, service, and storage in the Heavy Commercial – District “C-3”: H. Erkan: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 1801 E POLK ST (LEGAL DESCRIPTION: ABS A1525 SARAH ANN GUEST, 5.778 ACRE TRACT) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Danny Lester moved to approve and adopt Ordinance No. 2021-15 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 2551 W HWY 29 (LEGAL DESCRIPTION: ABS A0405 JOHN HAMILTON, TRACT 26, 4.0805 ACRES) WITH HEAVY COMMERCIAL – DISTRICT “C-3” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Philip Thurman moved to approve and adopt Ordinance No. 2021-16 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Appointment of members to the Burnet Planning and Zoning Commission: K. Dix: Council Member Danny Lester made a motion to appoint Glen Gates and Glen Teague to the Burnet Planning and Zoning Commission as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: Authorization for the City Manager to execute a three year agreement with iWorQ Systems, Inc. for applications and services and Public Works1 for asset and data tracking services: G. Courtney: Council Member Philip Thurman made a motion to authorize the City Manager to execute a contract with iWorQ Systems, Inc. and Public Works 1 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

Discuss and consider action: Authorize the City Manager to execute a purchase contract for a Subsite Camera System/2018 High Cube E450 Box Van: A. Burdell: Pass. No action taken.

Discuss and consider action: Authorization for the City Manager to proceed with acquisition of loan funding for relocation of City Hall and other proposed projects: D. Vaughn: Pass. No action taken.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING PERSONNEL POLICIES 3.01 EQUAL EMPLOYMENT OPPORTUNITY, 8.10 LEAVE OF ABSENCE, 7.04 WORKMAN’S COMPENSATION PROGRAM, ADDING PERSONNEL POLICIES 1.08 AMERICANS WITH DISABILITIES ACT, 8.16 HEALTH/MEDICAL EXAMINATIONS/FITNESS FOR DUTY, 10.06 MODIFIED DUTY ASSIGNMENTS, AND REMOVING PERSONNEL POLICIES 8.05 INJURY LEAVE AND 10.04 ON THE JOB INJURIES BY UPDATING AND CLARIFYING POLICY REQUIREMENTS: K. Sames: Council Member Danny Lester moved to approve Resolution No. R2021-22 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS ACCEPTING A PETITION FOR ANNEXATION OF 75.87 ACRES OF REAL PROPERTY LOCATE WEST OF THE CITY LIMITS AND SOUTH OF TEXAS HWY 29; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY: H. Erkan: Council Member Danny Lester moved to approve Resolution No. R2021-23 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and Consider: FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) SECTION 118-61 (ENTITLED “CONSTRUCTION PLANS”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2021-17 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and Consider: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES SECTION 118-74 (ENTITLED “BOARD OF ADJUSTMENT”) BY CODIFYING THE BOARD OF ADJUSTMENT’S COMPOSITION; TERM; AND SCOPE OF AUTHORITY PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2021-18 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

Discuss and Consider: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF AUTHORIZING BOAT AND RECREATIONAL VEHICLE SALES, SERVICE AND STORAGE IN THE HEAVY COMMERCIAL – DISTRICT “C-3”; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Cindia Talamantez moved to approve the first reading of Ordinance No. 2021-19 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS APPROVING A LEASE OF AN AIRPORT HANGAR OFFICE SPACE TO TRES CLINTON DBA AS C3 AIR LLC AND AUTHORIZING MAYOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY: H. Erkan: Mayor Bromley moved to approve Resolution No. R2021-24 as presented with the addition of verbiage establishing a specific time frame for acquiring the building permit for the project. Council Member Danny Lester seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A REAL ESTATE CONTRACT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: H. Erkan: Council Member Danny Lester moved to approve Resolution No. R2021-26 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

EXECUTIVE SESSION: Council Member Mary Jane Shanes moved to convene to Executive Session at 7:01 p.m. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Executive Session: Pursuant to Texas Government Code Sec. 551.072 the City Council of the City of Burnet shall convene in executive session to deliberate on the value of real property and related issues: D. Vaughn

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Mary Jane Shanes moved to re-convene to Regular Session at 7:27 p.m. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: On the value of real property and related issues: D. Vaughn: Council Member Philip Thurman moved to proceed as discussed in Executive Session. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY OF BURNET, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND OTHER RELATED MATTERS: D. Vaughn: Council Member Philip Thurman moved to approve Resolution No. R2021-25 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest. Council Member Philip Thurman made a motion to request staff to provide Council with a report on the disposition of phone calls on the phone system. Council Member Ricky Langley seconded. The motion carried unanimously.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 6:32 p.m., seconded by Council Member Cindia Talamantez. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 3.1

Leslie Kimbler
 Planner I
 512-715-3215
 lkimbler@cityofburnet.com

Agenda Item Brief

Meeting Date: June 8, 2021

Public Hearing: The City Council of the City of Burnet will conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 608 Buchanan Dr. (Legal Description: Lot No. Nine-B (9-B), a Short Form Replat of Lot 9B, 9C & 9D, being a Replat of Lot 9A, Hamilton Creek Addition). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”: L. Kimbler

Background: The subject property is located on the north side of west Highway 29, also known as Buchanan Drive (Exhibit A). The property was previously known as Lakes Area Pharmacy and is currently zoned as Light Commercial – District “C-1”. The property has not had utility service since January 2020.

Information: The applicant is seeking the requested rezone to re-develop the existing building into a multi-suite business with a laundromat. Code of Ordinance, Sec. 118-46 states “Cleaning or laundry self-service shop and cleaning shop or laundry (small)” is an allowable use in Medium Commercial – District “C-2”.

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is commercial. The proposed Medium Commercial – District “C-2” zoning is appropriate in this area.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“C-1”	“C-1”	“R-1”	“C-1”
FLUM	Residential	Commercial	Residential	Commercial
Land Use	Single-Family Residential	Business	Single-Family Residential	Automobile Repair

Public Notification: Written notices were mailed to 19 surrounding property owners within 200 feet of the subject property. Staff has received zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning Commission will hold their public hearing on Monday, June 7th. Staff will report their recommendations at the City Council meeting.

Exhibit "A"
Location & Current Zoning Map

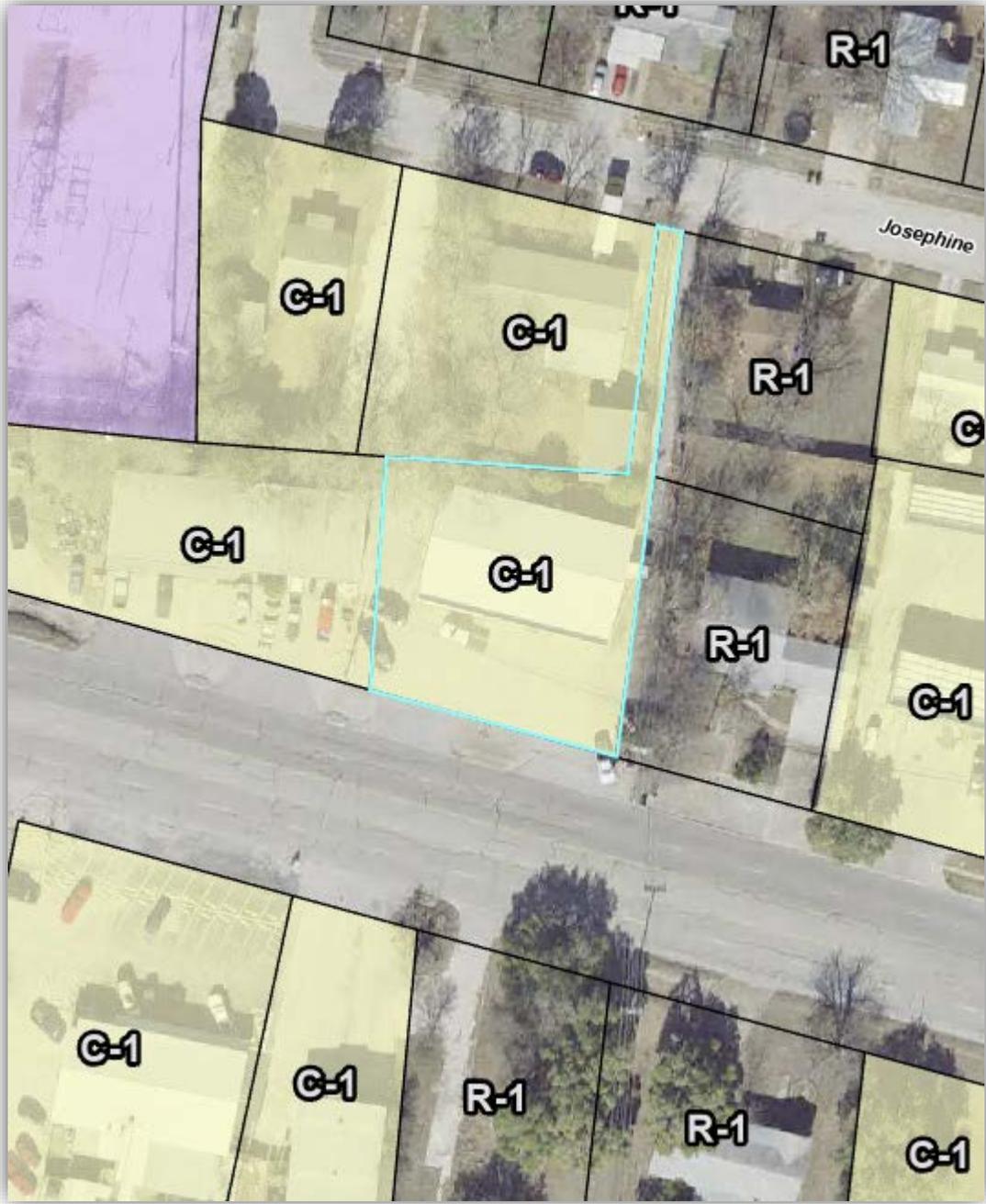


Exhibit "B"
Future Land Use Map



Government



Commercial



Residential



Open Space

Public Hearing: Item 3.1

The City Council of the City of Burnet will conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 608 Buchanan Dr. (Legal Description: Lot No. Nine-B (9-B), a Short Form Replat of Lot 9B, 9C & 9D, being a Replat of Lot 9A, Hamilton Creek Addition). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”

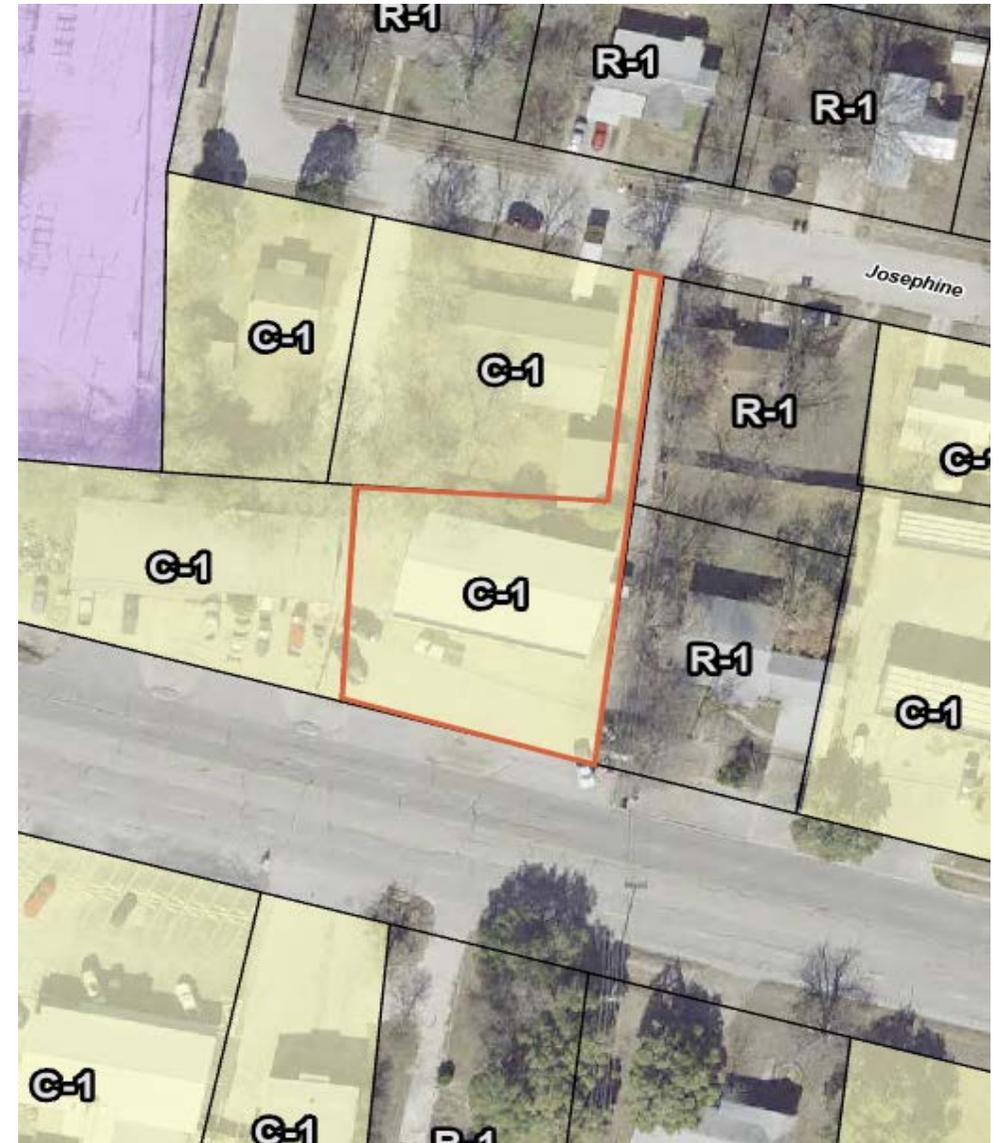
Public Hearing: Item 3.1

Information:

- Current Zoning:
Light Commercial – District “C-1”
- Requested Zoning:
Medium Commercial – District “C-2”

The applicant is requesting District “C-2” zoning to allow for the re-development of the existing building into a multi-suite business with a laundromat.

Sec. 118-46 allows “Cleaning or laundry self-service shop and cleaning shop or laundry (small)” in C-2



Public Hearing: Item 3.1

Future Land Use Map:



Government

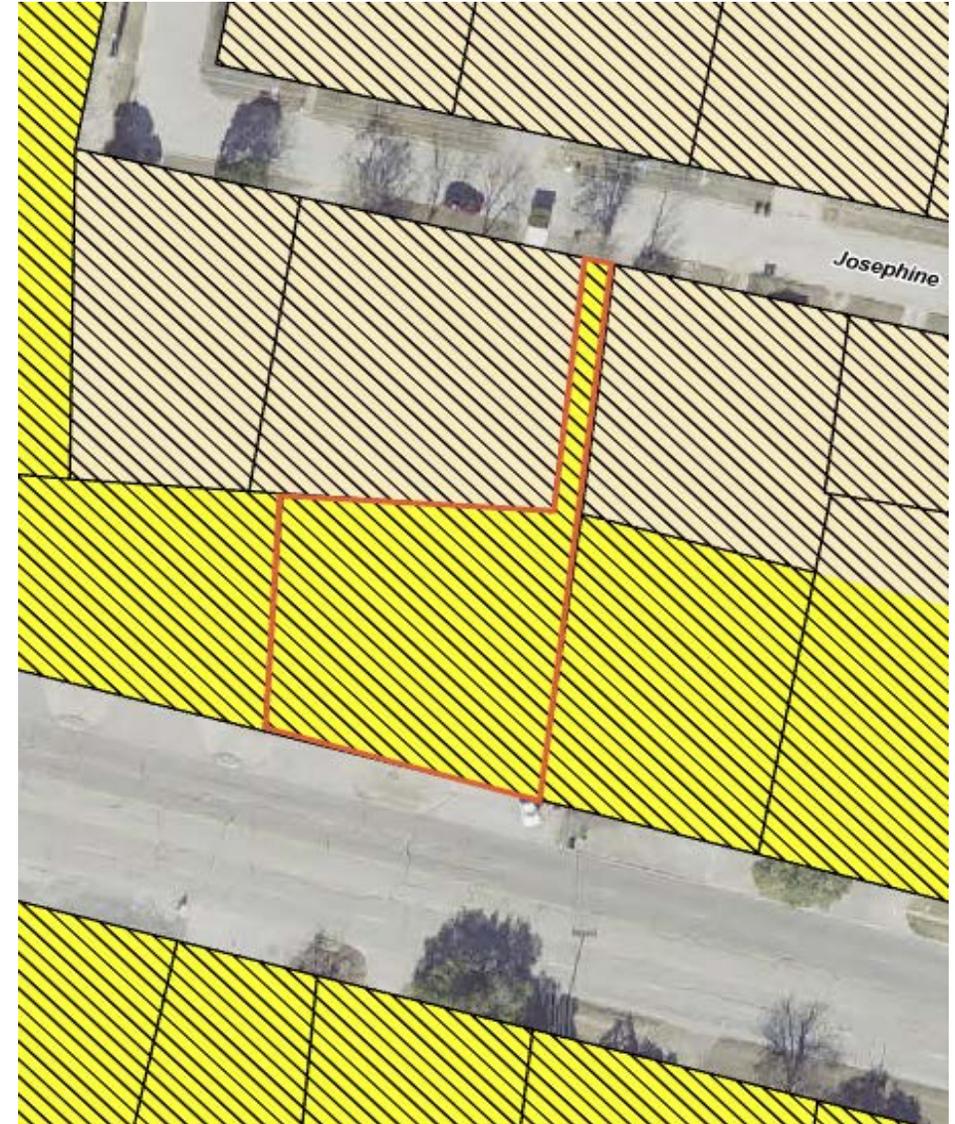
Commercial

Residential

Open Space

	North	South	East	West
Zoning	"C-1"	"C-1"	"R-1"	"C-1"
FLUM	Residential	Commercial	Residential	Commercial
Land Use	Single-Family Residential	Business	Single-Family Residential	Automobile Repair

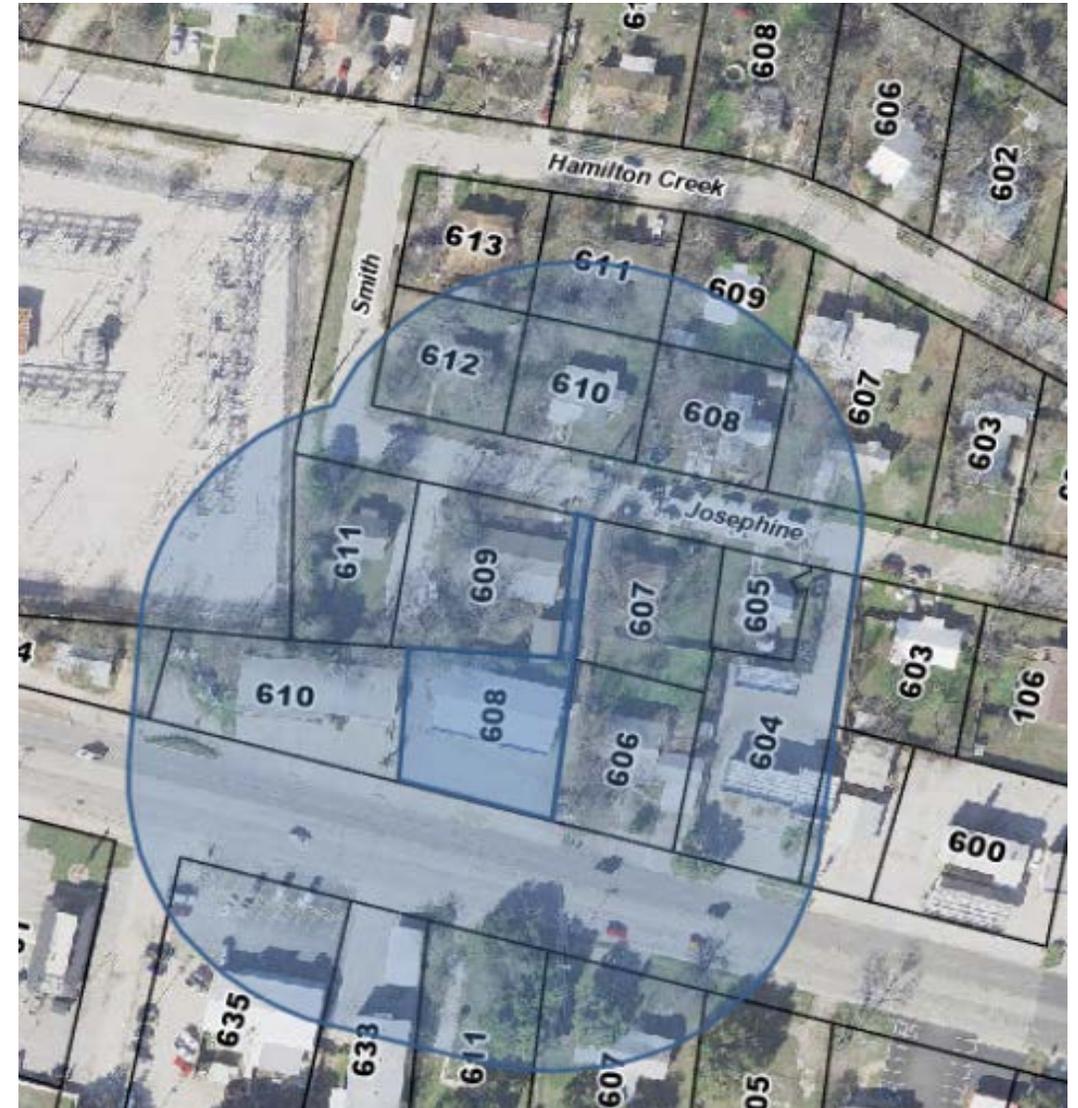
The Future Land Use Map designation for the area is commercial. The proposed Medium Commercial – District "C-2" zoning is appropriate in this area.



Public Hearing: Item 3.1

Public Notification:

- Written notices were mailed to 19 surrounding property owners
- No responses in support or opposition have been received





Development Services

ITEM 4.1

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Action Item Brief

Meeting Date: June 8, 2021

Agenda Items: Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-61 (ENTITLED "CONSTRUCTION PLANS"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: The general purpose of Section 118-61 is to assure the development of a vacant lot, or the redevelopment of a lot, complies with the city's access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces requirements.

The last sentence of Section 118-61 (a), which reads "[c]construction plans will not be required for development of existing lots or short form subdivisions which have adequate utilities and public access as determined by the city engineer" has caused some confusion regarding the section's applicability. The intent of the exception is not to require duplication of plans that were approved during the subdivision process. Rather under the section, matters not addressed in the subdivision process (i.e., off-street parking, lighting, signage, landscaping, vehicle, and pedestrian circulation) are to be addressed in the development construction plan process.

Information: The proposed amendment to subsection (a) reads as follows:

(a) *Purpose, scope, and exceptions.*

(1) *Purpose. Construction plans provide detailed graphic information and associated*

text indicating property boundaries, easements, land use, street access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces and general conformance with the master plan and ordinances of the city when necessary, in accordance with the city building codes.

(2) Scope. Construction plan approval by the city engineer shall be required for any development, redevelopment, or improvement of land subject to this chapter.

(3) Exceptions. It is an exception to the construction plan approval requirement of this section if the construction plans for the development or improvement of the land was approved by the city engineer under chapter 98 (entitled "Subdivisions").

The amendment assures that matters such as off-street parking, lighting, signage, landscaping, vehicle, and pedestrian circulation will be addressed at the lot development, or redevelopment, stage. Subsection (a)(3) assures that a developer will not be required to duplicate plans approved at the subdivision stage.

There have been no changes to Ordinance 2021-17 since the first reading on May 25, 2021.

Fiscal Impact:

This Zoning Code Amendment shall have no direct financial impact.

Commission Report:

On April 5, 2021, the planning and zoning commission conducted a public hearing. No parties spoke in favor or opposition to the proposed ordinance. On May 3, 2021, the commission unanimously recommended approval of the ordinance as presented.

Recommendation:

Staff recommends approval and adoption of of Ordinance 2021-17 as presented.

ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-61 (ENTITLED "CONSTRUCTION PLANS"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Zoning Administrator proposed certain amendments to the setback requirements in Section 118-61 of the City Code; and

WHEREAS, on April 6, 2021, the Planning and Zoning Commission conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed amendments; and

WHEREAS, on April 27, 2021, City Council conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation and citizen testimony, as well as its own deliberations, determine that enacting said Code of Ordinance amendments will serve to promote the public health, safety, morals, and the general welfare of the city and its present and future residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Amendment. The Code of Ordinances, Chapter 118 (entitled "Zoning") Section 118-61 (entitled "Construction plans") is hereby amended by replacing the existing language in subsection (a) (entitled "Purpose and applicability") with the language that is italics (*italics*) below:

(a) *Purpose, scope, and exceptions.*

(1) *Purpose. Construction plans provide detailed graphic information and associated text indicating property boundaries, easements, land use, street access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces and general conformance with the master plan and ordinances of the city when necessary in accordance with the city building codes.*

(2) *Scope. Construction plan approval by the city engineer shall be required for any development or improvement of land subject to this chapter.*

(3) *Exceptions. It is an exception to the construction plan approval requirement of this section if the construction plans for the development or improvement of the land was approved by the city engineer under chapter 98 (entitled "Subdivisions").*

Note to Publisher: Existing subsections 118-61(b) through (i) are not amended by this ordinance and shall remain in full force and effect as currently published.

Section 2. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled "general penalty").

Section 4. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled "Repealer") shall be controlling.

Section 5. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 6. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was conducted in compliance with the Texas Open Meeting Act.

Section 8. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section 9. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 25th day of May, 2021

Passed and Adopted on the 8th day of June, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

AMENDMENT TO SECTION 118-61 CONSTRUCTION PLANS

June 8, 2021 city council regular session agenda items 4.1
(second and final reading)

PROPOSED AMENDMENT

- The proposed Zoning Code amendment would clarify that Sec 118-61 construction plans are required at the time of development (building permit stage) but **would not require duplication** of any information provided with Chapter 98 construction plans.

CONCLUSION

- Recommendation: Approve and adopt Ordinance No. 2021-17 as presented



Development Services

ITEM 4.2

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: June 8, 2021

Action Item: Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES SECTION 118-74 (ENTITLED "BOARD OF ADJUSTMENT") BY CODIFYING THE BOARD OF ADJUSTMENT'S COMPOSITION; TERM; AND SCOPE OF AUTHORITY PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: Pursuant to the authority of Texas Local Government Code Sections 211.008 through 211.010, City Council codified Zoning Code Section 118-74 establishing a zoning board of adjustment. The section reads in its entirety as follows:

Established. A board of adjustments (hereafter in this section, the "board") is established in accordance with the provisions of V.T.C.A., Local Government Code § 211.008 and the Home Rule Charter of the City of Burnet, regarding the zoning of cities and with the powers and duties as provided in said code.

(Ord. No. 2012-06, § 3(exhibit A), 2-28-12)

Information: This code amendment expands Section 118-74 to include subsections that address the following:

- Membership of the board
- Alternate members
- Term of office
- Scope of authority
 - hear and decide: an appeal that alleges error in an order, requirement, decision, or determination made by the zoning

administrator; special exceptions to the terms of zoning ordinance; and requests variances from the terms of the zoning ordinance

- hear and decide other matters as assigned by council
- serve as airport zoning board of adjustment
- Quorum
- Rules of procedure.

There have been no changes to Ordinance 2021-18 since the first reading on May 25, 2021.

Commission Report:

On May 3, 2021, the planning and zoning commission conducted a public hearing. No parties spoke in favor or opposition to the proposed ordinance. After closing the public hearing, the commission unanimously recommended approval of the ordinance as presented.

Fiscal Impact: This Zoning Code Amendment shall have no direct financial impact.

Recommendation: Staff recommends approval and adoption of Ordinance 2021-18 as presented.

ORDINANCE NO. 2021-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES SECTION 118-74 (ENTITLED "BOARD OF ADJUSTMENT") BY CODIFYING THE BOARD OF ADJUSTMENT'S COMPOSITION; TERM; AND SCOPE OF AUTHORITY PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Section 211.008 authorizes City Council to appoint a Board of Adjustment; and

WHEREAS, Texas Local Government Code Section 211.009 provides that the Board of Adjustment may hear and decide: an appeal that alleges error in an order, requirement, decision, or determination made by the zoning administrator; special exceptions to the terms of zoning ordinance; and requests variances from the terms of the zoning ordinance; and

WHEREAS, City Council established a Board of Adjustment by the adoption of City Code Section 118-74

WHEREAS, City Council's objective in adopting this ordinance is to codify the Board of Adjustment's composition, term of office and scope of authority.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Code Amendment. The Code of Ordinances of the City of Burnet, Chapter 118 (entitled "Zoning") Section 110-74 (entitled "Board of Adjustment") is hereby amended by replacing the existing language in its entirety with the language that follows:

Sec. 118-74. - Board of adjustments.

- (a) *Established.* A board of adjustments (hereafter in this section, the "board") is established in accordance with the provisions of Chapter 211 of the Local Government Code and the Home Rule Charter of the City of Burnet, regarding the zoning of cities and with the powers and duties as provided in said code.
- (b) *Members.* The board shall consist of 5 members appointed by City Council.
- (c) *Alternates.* City Council may appoint up to two alternate members to serve in the absence of one or more regular members at the request of the mayor or city manager.

(d) *Term.* Members and alternate members shall serve two-year terms. Vacancies in the term of a member or alternate member shall be filled for the unexpired term. A member or alternate member may only be removed from the board, before the expiration of a term for cause, as found by city council on a written charge after a public hearing.

(e) *Scope of Authority.* The board may hear and decide:

(i) *Special Exceptions.* In appropriate cases and subject to appropriate conditions and safeguards, the board may make special exceptions to the terms of the zoning ordinance that are consistent with the general purpose and intent of the zoning ordinance and in accordance with any applicable rules contained in the zoning ordinance.

(ii) *Appeals.* The board may hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by zoning administrator in the enforcement of Texas Local Government Code Chapter 211, subchapter A or the zoning ordinance.

(iii) *Variances.* The board may authorize in specific cases a variance from the terms of the zoning ordinance if the variance:

(A) is not contrary to the public interest; and,

(B) is not contrary to the spirit of the zoning ordinance; and

(C) is necessary for substantial justice to be done; and

(D) is necessary due to special conditions, which causes a literal enforcement of the regulation to result in unnecessary hardship. To find unnecessary hardship exists the board must affirmatively find:

(1) The hardship is in no way the result of the applicant's own actions; and

(2) Special conditions exist of restricted area, topography or physical features that are peculiar to the subject property and are not applicable to other properties in the same zoning district; and

(3) the application of the regulation to the subject property deprives the applicant of rights commonly enjoyed by other properties in the same zoning district that are in compliance with the same regulation.

(iv) *Other matters.* The board may hear and decide other matters authorized by the zoning ordinance.

(v) *Airport Zoning Board of Adjustment.* Pursuant to, and in accordance with the requirements of, Texas Local Government Code Chapter 241, subchapter C, and City Code Chapter 18, article IV, the board shall serve as the Airport Board of Adjustment and hear and decide an appeal of an order, requirement, decision, or determination of the airport's administrative agency; matters on which the board is required to pass under an airport zoning regulation; or a request variation in an airport zoning regulation.

(f) *Quorum.* Each case before the board must be heard by at least 75 percent of the members.

(g) *Rules.* The board, by majority vote, shall adopt rules in accordance with the zoning ordinance; City Code Chapter 18, article IV; Texas Local Government Code Chapter 211, subchapter A and Texas Local Government Code Chapter 241, subchapter C. The adopted rules shall become effective upon approval by City Council.

Section two. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section three. Penalty. A violation of this ordinance is unlawful and subject to penalty as prescribed in City Code of Ordinances Sec. 1-6 (entitled "general penalty").

Section four. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event section six shall apply.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. Pursuant to Code of Ordinances of the City of Burnet, Section 1-7, if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the city council in adopting, and of the mayor in approving this Ordinance, that no portion of this Ordinance, or provision or regulation contained in this Ordinance, shall become inoperative or fall by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section seven. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of

the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code; as suspended, or otherwise modified, by executive orders of the governor of this state in response to the COVID-19 pandemic.

Section eight. Publication. The publishers of the City Code of Ordinances are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section ten. Notice. The City Secretary has published notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas.

Section eleven. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 25th day of May, 2021

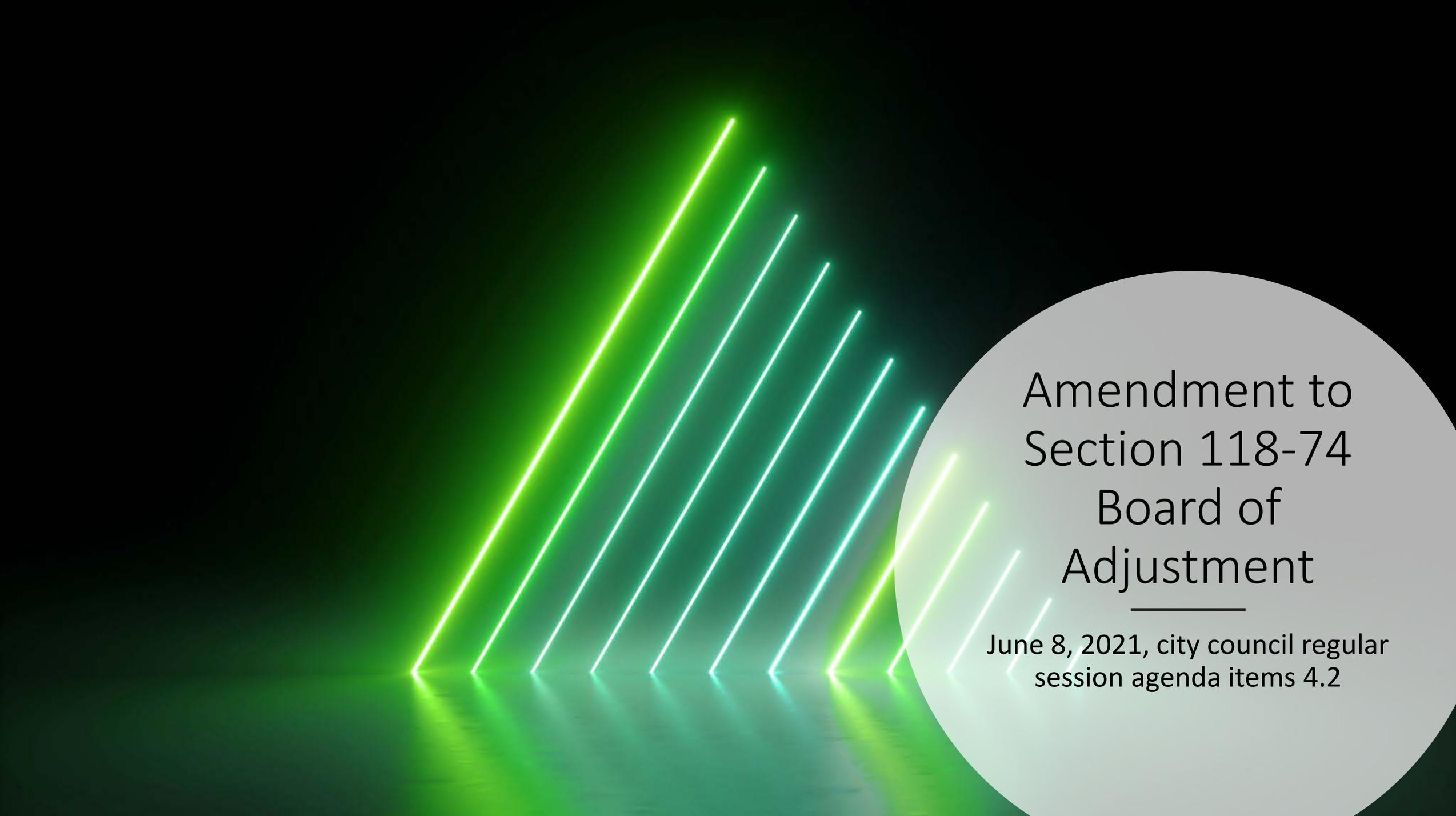
Passed and Adopted on the 8th day of June, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Amendment to
Section 118-74
Board of
Adjustment

June 8, 2021, city council regular
session agenda items 4.2

Proposed Amendment

The draft ordinance codifies:

- Membership of the board
- Alternate members
- Term of office
- Scope of authority
 - hear and decide: an appeal that alleges error in an order, requirement, decision or determination made by the zoning administrator; special exceptions to the terms of zoning ordinance; and requests variances from the terms of the zoning ordinance
 - hear and decide other matters as assigned by council
 - serve as airport zoning board of adjustment
- Quorum
- Rules of procedure.

Conclusion

- Recommendation: Approve and adopt Ordinance No. 2021-18 as presented



Development Services

ITEM 4.3

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: June 8, 2021

Agenda Item: Discuss and Consider: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF AUTHORIZING BOAT AND RECREATIONAL VEHICLE SALES, SERVICE AND STORAGE IN THE HEAVY COMMERCIAL – DISTRICT “C-3”; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: Currently, boat and recreational vehicle sales, service and storage are not on the table of permitted uses. Similar uses allowed in the Heavy Commercial – District “C-3” includes automobile sales (outdoor) and heavy machinery sales, storage, and service.

Information: This code amendment would allow boat and recreational vehicle sales, service and storage allowed in the Heavy Commercial – District “C-3” as a matter of right.

Fiscal Impact: This Zoning Code Amendment shall have no direct financial impact.

Commission Report: On April 5, 2021, the planning and zoning commission conducted a public hearing. No parties spoke in favor or opposition to the proposed ordinance. On May 3 2021, the commission unanimously recommended approval of the ordinance as presented.

Recommendation: Staff recommends approval and adoption of Ordinance 2021-19 as presented.

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF AUTHORIZING BOAT AND RECREATIONAL VEHICLE SALES, SERVICE AND STORAGE IN THE HEAVY COMMERCIAL – DISTRICT "C-3"; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Zoning Administrator proposed certain amendments to the zoning districts and regulations in Section 118-20 of the City Code; and

WHEREAS, on April 5, 2021, the Planning and Zoning Commission conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, on May 3, 2021 the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed amendments; and

WHEREAS, on May 25, 2021, City Council conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation and citizen testimony, as well as its own deliberations, determine that enacting said Code of Ordinance amendments will serve to promote the public health, safety, morals, and the general welfare of the city and its present and future residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Amendment. The Code of Ordinances, Chapter 118 (entitled "Zoning") Section 118-47 (entitled "Heavy commercial – District 'C-3'") is hereby amended by adding the language that is italics (*italics*) as new subsection 118-47(a)(4) as follows:

(4) *Boats and Recreational Vehicles sales, service, and storage.*

Note to Publisher: Existing subsections 118-47(a)(4) to 118-47(a)(21) shall be recodified as subsections 118-47(a)(5) to 118-47(a)(22).

Section 2. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “general penalty”).

Section 4. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “Repealer”) shall be controlling.

Section 5. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 6. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was conducted in compliance with the Texas Open Meeting Act as modified by Executive Orders of the Governor of the State of Texas in response to the COVID-19 pandemic.

Section 8. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section 9. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 25th day of May, 2021

Passed and Adopted on 8th day of June, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Zoning Table of Uses Amendment

June 8, 2021 City Council regular session agenda items
4.3 (action item)



Boat and Recreational Vehicles Sales, Service and Storage

- Currently the table of uses does not address Boat and Recreational Vehicles Sales, Service and Storage
- The proposed amendment would allow Boat and Recreational Vehicles Sales, Service and Storage in Heavy Commercial District “C-3” Districts



Boat and Recreational Vehicles Sales, Service and Storage

Uses similar to Boat and Recreational Vehicles Sales, Service and Storage authorized in Heavy Commercial “C-3” Districts

- automobile sales (outdoor)
- heavy machinery sales, storage and service



Conclusion

- Recommendation: Approve and adopt Ordinance No. 2021-19 as presented.





City Secretary

ITEM 4.4

Kelly Dix
City Secretary
(512)-756-6093 ext. 3209
kdix@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 8, 2021
- Agenda Item:** Discuss and consider action: Appointment of three Commissioners to the Housing Authority of the City of Burnet: K. Dix
- Background:** Roy Hallmark, James Herbort, and Jack Butler currently serve as Commissioners on the Housing Authority for the City of Burnet and are all seeking re-appointment. Their two-year terms expire the end of June 2021.
- Information:** Billie Shelburn, Executive Director of the Burnet Housing Authority of the City of Burnet submitted a request to re-appoint Roy Hallmark, James Herbort, and Jack Butler as Commissioners on the Housing Authority Board for the City of Burnet for a term of two years, expiring in June of 2023.
- Fiscal Impact:** None.
- Recommendation:** Re-appoint Roy Hallmark, James Herbort, and Jack Butler to the Housing Authority Board of Commissioners for the City of Burnet to serve a two-year term, expiring in June 2023.

**Certificate of Appointment of
Commissioners of the Housing Authority
Of the City of Burnet, Texas**

Pursuant to the provisions of section 5 of the "Housing Authorities Law" of the State of Texas and by virtue of my office as Mayor:

I hereby appoint, the following named person to serve as Commissioner of the Housing Authority of the City of Burnet, Texas and to serve for the following two-year term:

**Roy Hallmark
2021-2023**

I hereby certify that the above designated Commissioner is not an Officer or Employee of the City of Burnet, Texas, but said Commissioner is a resident thereof.

In witness whereof, I have hereunto signed my name as Mayor of the City of Burnet, Texas, and caused the official Corporate Seal of the City of Burnet, Texas to be attached hereto this 8th day of June, 2021.

Crista Goble Bromley, Mayor
City of Burnet, Texas

ATTEST:

Kelly Dix, City Secretary
City of Burnet, Texas

CERTIFIED DOCUMENT

STATE OF TEXAS {
COUNTY OF BURNET {
CITY OF BURNET {

I hereby certify that on the 8th day of June 2021 a certificate of appointment of Commissioner **Roy Hallmark** of the Housing Authority of the city of Burnet, Texas, was duly filed with the City Secretary of the City of Burnet, Texas, and the certificate being dated the 8th day of June 2021, and signed by the Mayor of the said City, and attached hereto is a true, correct and compared copy of the original certificate of appointment and designation which is now on file in the office of the City Secretary of the City of Burnet Texas.

In witness hereof, I have hereunto set my hand and the seal of the City of Burnet, Texas this 8th, day of June, 2021.

Kelly Dix, City Secretary

**Certificate of Appointment of
Commissioners of the Housing Authority
Of the City of Burnet, Texas**

Pursuant to the provisions of section 5 of the "Housing Authorities Law" of the State of Texas and by virtue of my office as Mayor:

I hereby appoint, the following named person to serve as Commissioner of the Housing Authority of the City of Burnet, Texas and to serve for the following two-year term:

**James Herbort
2021-2023**

I hereby certify that the above designated Commissioner is not an Officer or Employee of the City of Burnet, Texas, but said Commissioner is a resident thereof.

In witness whereof, I have hereunto signed my name as Mayor of the City of Burnet, Texas, and caused the official Corporate Seal of the City of Burnet, Texas to be attached hereto this 8th day of June, 2021.

Crista Goble Bromley, Mayor
City of Burnet, Texas

ATTEST:

Kelly Dix, City Secretary
City of Burnet, Texas

CERTIFIED DOCUMENT

STATE OF TEXAS {
COUNTY OF BURNET {
CITY OF BURNET {

I hereby certify that on the 8th day of June 2021 a certificate of appointment of Commissioner **James Herbort** of the Housing Authority of the city of Burnet, Texas, was duly filed with the City Secretary of the City of Burnet, Texas, and the certificate being dated the 8th day of June 2021, and signed by the Mayor of the said City , and attached hereto is a true, correct and compared copy of the original certificate of appointment and designation which is now on file in the office of the City Secretary of the City of Burnet Texas.

In witness hereof, I have hereunto set my hand and the seal of the City of Burnet, Texas this 8th day of June, 2021.

Kelly Dix, City Secretary

**Certificate of Appointment of
Commissioners of the Housing Authority
Of the City of Burnet, Texas**

Pursuant to the provisions of section 5 of the "Housing Authorities Law" of the State of Texas and by virtue of my office as Mayor:

I hereby appoint, the following named person to serve as Commissioner of the Housing Authority of the City of Burnet, Texas and to serve for the following two-year term:

**Jack Butler
2021-2023**

I hereby certify that the above designated Commissioner is not an Officer or Employee of the City of Burnet, Texas, but said Commissioner is a resident thereof.

In witness whereof, I have hereunto signed my name as Mayor of the City of Burnet, Texas, and caused the official Corporate Seal of the City of Burnet, Texas to be attached hereto this 8th day of June, 2021.

Crista Goble Bromley, Mayor
City of Burnet, Texas

ATTEST:

Kelly Dix, City Secretary
City of Burnet, Texas

CERTIFIED DOCUMENT

STATE OF TEXAS {
COUNTY OF BURNET {
CITY OF BURNET {

I hereby certify that on the 8th day of June 2021 a certificate of appointment of Commissioner **Jack Butler** of the Housing Authority of the city of Burnet, Texas, was duly filed with the City Secretary of the City of Burnet, Texas, and the certificate being dated the 8th day of June 2021, and signed by the Mayor of the said City , and attached hereto is a true, correct and compared copy of the original certificate of appointment and designation which is now on file in the office of the City Secretary of the City of Burnet Texas.

In witness hereof, I have hereunto set my hand and the seal of the City of Burnet, Texas this 8th day of June, 2021.

Kelly Dix, City Secretary



Administration

ITEM 4.5

Kelly Dix
City Secretary
(512)-756-6093 ext. 3209
kdix@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 8, 2021
- Agenda Item:** Discuss and consider action: Burnet Historic Preservation Board appointment: K. Dix
- Background:** Ordinance 2016-19; Section 22-235(b) states: The Board shall consist of five members; one of which shall be a member of the City of Burnet staff, one shall be a member of the City Council, or a City staff member appointed in their stead, and three at- large members.
- Currently there are two at large positions on the Burnet Historic Board to be filled.
- Information:** An application for appointment was received from Jennifer Cowfer seeking a position on the Burnet Historic Preservation Board. The term is for a two year period ending June 2023.
- Fiscal Impact:** None.
- Recommendation:** Appointment of Jennifer Cowfer to the Burnet Historic Preservation Board.



CITY OF BURNET

P. O. Box 1369
1001 Buchanan Drive
Burnet, Texas 78611
Phone: 512-756-6093 Fax: 512-756-8560

COMMUNITY SERVICE APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

- | | |
|---|---|
| <input type="checkbox"/> Economic Development Corporation Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input checked="" type="checkbox"/> Historic Board | <input type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Board of Adjustments and Appeals | <input type="checkbox"/> Charter Review Committee |

Name: Jennifer Cowfer Email: ladyp8riot@yahoo.com

Home Address: 609 S. Main St. Burnet, TX DOB: 6/19/76

Home Phone: 254-319-0453 Business Phone: 254-616-3326

Resident of Burnet for 11 years. Voter Registration No.: _____

Occupation: Site Director, Central Texas College

Education (Optional): Masters of Higher Education Administration

Special knowledge or experience applicable to City board or commission function:

- | | |
|---|--|
| <input type="checkbox"/> Banking/Finance | <input type="checkbox"/> Business Development |
| <input type="checkbox"/> Building/Construction | <input checked="" type="checkbox"/> Promotion/Marketing |
| <input type="checkbox"/> Real Estate/Development | <input type="checkbox"/> Manufacturing/Industrial Operations |
| <input checked="" type="checkbox"/> Industrial Training | <input type="checkbox"/> Law/Contract Administration |

Do you serve on any other board/commission at this time: If so, please list:
no

Other information (professional and/or community activities):

I have attended one or more meetings of the board or commission for which I have applied. No Yes

Date: 5/19/2021 Signature: Jennifer Cowfer

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE



Development Services

ITEM 4.6

Leslie Kimbler
 Planner I
 512-715-3215
 lkimbler@cityofburnet.com

Agenda Item Brief

Meeting Date: June 8, 2021

Action Item 5.1: Discuss and Consider: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 608 BUCHANAN DR (LEGAL DESCRIPTION: LOT NO. NINE-B (9-B), A SHORT FORM REPLAT OF LOT 9B, 9C, & 9D, BEING A REPLAT OF LOT 9A, HAMILTON CREEK DR) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

Background: The subject property is located on the north side of west Highway 29, also known as Buchanan Drive (Exhibit A). The property was previously known as Lakes Area Pharmacy and is currently zoned as Light Commercial – District “C-1”. The property has not had utility service since January 2020.

Information: The applicant is seeking the requested rezone to re-develop the existing building into a multi-suite business with a laundromat. Code of Ordinance, Sec. 118-46 states “Cleaning or laundry self-service shop and cleaning shop or laundry (small)” is an allowable use in Medium Commercial – District “C-2”.

Staff Analysis: The Future Land Use Map designation for the area is commercial. The proposed Medium Commercial – District “C-2” zoning is appropriate in this area.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“C-1”	“C-1”	“R-1”	“C-1”
FLUM	Residential	Commercial	Residential	Commercial
Land Use	Single-Family Residential	Business	Single-Family Residential	Automobile Repair

Public Notification: Written notices were mailed to 19 surrounding property owners within 200 feet of the subject property. Staff has received zero responses in favor and zero responses in opposition.

Recommendation: Staff recommends approval of the first reading of Ordinance 2021-20 as presented.

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 608 BUCHANAN DR (LEGAL DESCRIPTION: LOT NO. NINE-B (9-B), A SHORT FORM REPLAT OF LOT 9B, 9C, & 9D, BEING A REPLAT OF LOT 9A, HAMILTON CREEK DR) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part hereof for all purposes as findings of fact.

Section two. Property. The Property that is the subject to this Zoning District Reclassification is 608 BUCHANAN DR (LEGAL DESCRIPTION: LOT NO. NINE-B (9-B), A SHORT FORM REPLAT OF LOT 9B, 9C, & 9D, BEING A REPLAT OF LOT 9A, HAMILTON CREEK DR) as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. MEDIUM COMMERCIAL – DISTRICT “C-2” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section five. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section six. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

Section seven. Effective Date. This ordinance is effective upon final passage and approval.

PASSED on First Reading the 8th day of June 2021.

PASSED AND APPROVED on this the 22nd day of June 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Location Map



Item 4.6

Discuss and Consider: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 608 BUCHANAN DR (LEGAL DESCRIPTION: LOT NO. NINE-B (9-B), A SHORT FORM REPLAT OF LOT 9B, 9C, & 9D, BEING A REPLAT OF LOT 9A, HAMILTON CREEEK DR) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Item 4.6

Information:

- Current Zoning:
Light Commercial – District “C-1”
- Requested Zoning:
Medium Commercial – District “C-2”

The applicant is requesting District “C-2” zoning to allow for the re-development of the existing building into a multi-suite business with a laundromat.

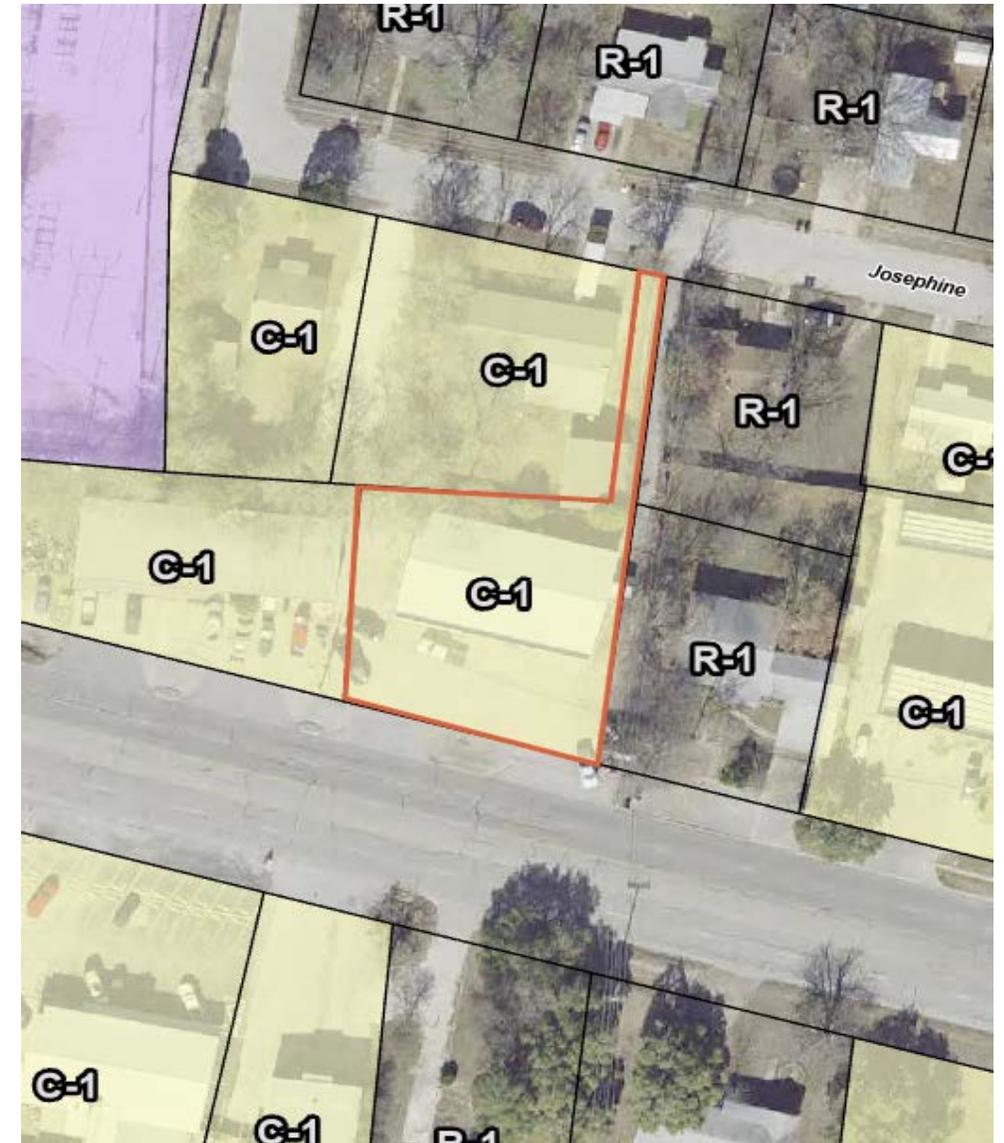
Future Land Use Map:

The Future Land Use Map designation for the area is commercial. The proposed Medium Commercial – District “C-2” zoning is appropriate in this area.



Questions?

Staff recommends approval of the first reading of the ordinance to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”.





Burnet Municipal Airport

ITEM 4.7

Adrienne Feild
Admin Servies/Airport Manager
(512)-715-3214
afeild@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 8, 2021
- Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, TO ENTER INTO A GRANT AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION (TXDOT) TO MAKE CERTAIN IMPROVEMENTS TO THE BURNET MUNICIPAL AIRPORT; AGREEING TO PROVIDE 10% OF THE TOTAL PROJECT COSTS; NAMING TXDOT AS THE AGENT FOR THE CITY; AND APPOINTING A DESIGNATED REPRESENTATIVE: A. Feild
- Background:** The Burnet Municipal Airport has had several property acquisitions along with other developments in the last couple of years, there is an identified need for an Airport Layout Plan update, this is also needed to maintain our compliance with the Federal Aviation Administration. Our last Airport Layout Plan was completed in 2010. Therefore, significant updates are needed at this time.
- Information:** City Council approval by resolution is procedure required by TxDOT Aviation to grant NPE funding.
- Fiscal Impact:** Airport Fund currently estimated to be \$16,666.00.
- Recommendation:** Staff recommends approval of Resolution No. R2021-27as presented.

RESOLUTION NO. R2021-27

A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, TO ENTER INTO A GRANT AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION (TXDOT) TO MAKE CERTAIN IMPROVEMENTS TO THE BURNET MUNICIPAL AIRPORT; AGREEING TO PROVIDE 10% OF THE TOTAL PROJECT COSTS; NAMING TXDOT AS THE AGENT FOR THE CITY; AND APPOINTING A DESIGNATED REPRESENTATIVE.

WHEREAS, the City of Burnet intends to make certain improvements to the Burnet Municipal Airport - Kate Craddock Field; and

WHEREAS, the general description of the project is described as: The City desires to update the Airport Layout Plan for said Airport; and

WHEREAS, the City of Burnet intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$166,666, and the City of Burnet will be responsible for 10% of the total project costs currently estimated to be \$16,666; and

WHEREAS, the City of Burnet names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council of the City of Burnet hereby finds; the City of Burnet hereby directs David Vaughn, City Manager to execute on behalf of the City of Burnet, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Airport Layout Plan update for the Burnet Municipal Airport - Kate Craddock Field.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 8th day of June, 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.8

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 8, 2021
- Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GOLFNOW FOR THE PROVISION OF SERVICES BENEFITTING THE DELAWARE SPRINGS GOLF COURSE: D. Vaughn
- Background:**
- Information:** Earlier this year, staff sent a notice of termination letter to GolfNow terminating the existing agreement, which was not in the City's best interest. Since that time, staff has been continuing to evaluate rather or not we should enter into a new agreement with GolfNow. Staff has been able to negotiate a new agreement that reduces the number of trade times per day from three down to one (effectively 12 rounds down to 4) and still maintain the services needed to protect the courses revenues.
- Fiscal Impact:** One trade tee time per day (up to four rounds of golf)
- Recommendation:** Staff recommends approval of Resolution R2021-28.

RESOLUTION NO. R2021-28

**A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
AN AGREEMENT WITH GOLFNOW FOR THE PROVISION OF
SERVICES BENEFITTING THE DELAWARE SPRINGS GOLF COURSE**

WHEREAS, GolfNow is a vendor that provides booking and other services for municipal and private golf courses; and

WHEREAS, GolfNow provided such services to the Delaware Springs Golf Course until City sent a letter of termination earlier this year; and

WHEREAS, after extensive evaluation staff has considered the advantages and disadvantages of reestablishing a contractual relationship with GolfNow; and

WHEREAS, staff has negotiated a new agreement reducing GolfNow's trade times per day from three (as they were entitled under the prior agreement) to one (effectively reducing GolfNow's contractual bookings from 12 rounds to 4) while still maintain the services needed to protect the courses revenues; and

WHEREAS, City Council is amenable to enter into a new agreement with GolfNow.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS. THAT:

The City Manager is hereby authorized and directed to negotiate and execute an agreement with GolfNow entitling GolfNow to no more than one trade time per day on/after 12:30PM; and execute such other ancillary documents and take such other action reasonably necessary to facilitate the purpose of this Resolution.

PASSED AND APPROVED this the 8th day of June 2021.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Burnet DBA Delaware Springs Golf Course ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's golf courses listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	City of Burnet DBA Delaware Springs Golf Course
	Client's Mailing Address:	PO Box 1369 Burnet, TX 78611 USA
	Client's Golf Course List:	Delaware Springs Golf Course

Prepared By:	John Brost	Client's Contact Name:	David Vaughn
Phone:	(407) 608-2535	Client's Contact Phone:	(512) 715-3208
Email:	john.brost@nbcuni.com	Client's Email:	dvaughn@cityofburnet.com

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of July 11, 2021 (the "Effective Date") and shall expire One (1) Year thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Delaware Springs Golf Course	Platform	GolfNow
Delaware Springs Golf Course	Plus	Full Service
Delaware Springs Golf Course	Call Center	Answers Staff-on-Demand

TOTAL PAYMENT(S)

Trade Payment Terms

Delaware Springs Golf Course Trade Provided: All Days Trade Load Time: 12:30 PM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 14 Trade Time will have a Bookable Window beginning at 12:29 PM
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Deposit Terms

Golf Course	Days of Week	Deposit Details	Applies to Rounds Booked Via
Delaware Springs Golf Course	All Days	5% of sale price shall be collected at time of booking	GolfNow.com



GOLFNOW BOOKING ENGINE		ACKNOWLEDGED
Client shall be required to use a booking engine powered by GolfNow.		No
ONLINE MARKETING		ACKNOWLEDGED
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?		Yes
MILITARY TEE TIMES		ACKNOWLEDGED
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?		No

GOLFNOW PLUS CLIENTS		ACKNOWLEDGED
Client acknowledges and agrees that the GolfNow Plus Team will help to manage and monitor its online brand reputation and Client further agrees that this will require Client to provide the GolfNow Plus Team with access to Client's platforms such as Facebook, Google, Instagram and Twitter.		Yes

AGREED TO AND ACCEPTED		
<p>This Order Form is subject to all the Standard Terms and Conditions and applicable Additional Terms located on the website: https://business.golfnow.com/about/terms-and-conditions (the "Terms and Conditions"), subject to change by GolfNow from time to time, and any attached addenda (collectively, the "Agreement"). The Agreement shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.</p>		
<p>_____ Initial Here to confirm you have read the Terms and Conditions</p>		
<p><i>Client Signature:</i> _____</p>	<p><i>Printed Name:</i> _____</p>	<p><i>Date:</i> _____</p>
<p><i>GolfNow Signature:</i> _____</p>	<p><i>Printed Name:</i> _____</p>	<p><i>Date:</i> _____</p>



ORDER FORM

SO-23302

If you are a Tax Exempt organization, please [click here](#) to upload a current copy of your tax exemption certification.

GolfNow for Business Standard Terms and Conditions

Updated: February 03, 2021.

These Standard Terms and Conditions (the “Terms”) and any applicable Additional Terms shall apply to Client’s business relationship with GolfNow, LLC (“GolfNow”) and any subsidiary or affiliate of GolfNow. For purposes of these Terms, any reference to Client shall mean the legal entity listed as “Client” on the relevant Order Form or other similar sales agreement (collectively as the “Order Form”) between GolfNow and Client. Certain GolfNow products or services may also be subject to additional terms and conditions specific to those products or services as set forth below (the “Additional Terms”), including the following: [Answers Reservation Center Services Terms and Conditions](#);

[ClubBuy Terms and Conditions](#); and

These Terms and the Additional Terms shall be subject to and incorporate the terms and conditions of the Order Form, but only if accepted by authorized agent of Client, and any applicable addenda, but only if accepted by authorized agent of Client, (collectively referred to as the “Agreement”). Any capitalized terms used but not otherwise defined in these Terms shall have the respective meanings ascribed to them in the applicable Order Form and/or addenda.

The Agreement shall constitute a legally binding agreement by and between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by (1) clicking a box indicating acceptance or (2) executing an Order Form. The terms of this Agreement may not be altered in any manner except by amendment to this Agreement executed by an authorized agent of Client.

1. Term and Termination. The initial term of this Agreement, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the “Term”), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days’ written notice of such breach. Furthermore, GolfNow reserves the right to immediately suspend Client’s and/or it’s Users’ access to the Services in the event that either Client, a User or End User, as the case may be, is engaged in any unauthorized conduct (including any violation of the terms of this Agreement and any applicable law or third party right). Moreover, Client may terminate this Agreement upon termination or temporary suspension of golfing activities by action of the Burnet City Council. Upon termination of this Agreement, Client shall delete and return all Software (including all copies), and sign a statement certifying same. Client agrees and acknowledges that GolfNow has no obligation to retain the Client Data and shall, unless legally prohibited, delete such Client Data in its systems or otherwise in its possession or under its control following termination of the Agreement.

2. GolfNow Services. GolfNow shall provide the Products and/or Services (including any applicable Software) set forth in Order Form (the “Services”). When applicable, GolfNow shall

provide access to Client's tee times through any of its branded websites and mobile apps (including but not limited to GolfNow.com and TeeOff.com), partner or affiliated websites, or any other distribution channel (the "GolfNow Distribution Channels"). Unless agreed upon otherwise, GolfNow shall apply the latest version of the GolfNow Services to the marketing and administration of Client tee times. GolfNow shall notify Client in advance in writing of any updates to the GolfNow Services, and will provide appropriate training and/or materials to Client concerning all updates relating to the GolfNow Services in use by Client. Client shall provide GolfNow with access to all of the internal and external systems (including third party systems licensed to Client) necessary for GolfNow to provide the Services. Client shall honor all tee times reserved through the GolfNow Distribution Channels and shall treat all golfers originating from GolfNow Distribution Channels with proper courtesy and respect. Client shall make every effort to maintain its tee time inventory in the most up-to-date manner possible, with proper communication to GolfNow regarding changes in availability, golf course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

3. GolfNow Software. To the extent that GolfNow provides Client with any software under this Agreement, GolfNow grants Client a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "Software"). Subsequent enhancements, updates, including code corrections and fixes which correct problems with the Software, including any online user instructions and help files ("Documentation"), made available by GolfNow to all subscribing customers for the same offering will be made available to Client at no additional charge. However, any new applications, application modules or enhancements that are not offered generally by GolfNow as part of the purchased Software require renegotiation of terms. GolfNow reserves the right to require mandatory upgrades of the Software as may be necessary, as well as to require Client to utilize alternative and upgraded versions of the Software from time to time (at no extra charge to Client unless Client has consented thereto). This Agreement will apply to any application updates, upgrades and new modules or offerings subsequently provided by GolfNow to Client as part of any purchased Services. GolfNow will provide access, user identification and passwords to a reasonable number of designated Client employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Client (each a "User"). Client understands and acknowledges that all third-party vendors must have a written agreement with GolfNow in order to create any interface with the Software. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed GolfNow's current technical specifications for purposes of compatibility with the GolfNow Software.

4. GolfNow-Owned Hardware. To the extent that GolfNow has provided Client with any hardware (the "Hardware"), all such Hardware shall remain the property of GolfNow and shall be returned by Client to GolfNow within fourteen (14) days upon the earlier of: (i) termination of this Agreement; or (ii) expiration of the Term. In the event GolfNow provides Client with an iPad, GolfNow agrees to cover up to five gigabytes (5GB) of data per month during the Term of this Agreement ("Data Limit") for each iPad issued. Should Client exceed the Data Limit, Client shall be responsible for any additional charges incurred as a result. Client assumes all risk of loss or damage to any Hardware. From time-to-time, GolfNow may, in its sole discretion, replace any Hardware or replacement parts provided to Client, and Client will cooperate and allow the installation of replacement Hardware or parts upon notice from GolfNow.

5. Support and Training. GolfNow shall provide Client appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to Client during normal business hours through GolfNow's published phone numbers and email addresses.

6. Connectivity. Except as otherwise stated herein, Client will be solely responsible for the procurement, payment, and maintenance of all telephone and internet connectivity necessary to utilize the applicable Hardware, Software, Services, and/or GolfNow Technology. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by GolfNow, and that GolfNow shall not be responsible for any disruptions in Client's use of the Hardware, Software, Services, or GolfNow Technology caused by Client's connectivity.

7. Hardware and Software Configuration and Security. Client agrees that, should the configuration of the Hardware or Software be altered (either by golf course personnel or, upon Client's written request, by GolfNow personnel) to allow unrestricted internet browsing or additional functionality, or Client uses the Hardware or Software to visit web sites that are not pre-approved by GolfNow, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse GolfNow for and be liable for any resulting tangible or intangible damages, losses or injuries; (iii) all uptime obligations and warranties associated with the Hardware and Software will be voided; and (vi) it will be liable for and indemnify, defend and hold GolfNow harmless from any loss or damage resulting from such alterations or internet use, including but not limited to, actual or alleged data security breaches or the introduction of malware and viruses. GolfNow will, if requested by Client, provide repair and technical support services concerning such issues at its then-standard consulting rates. Client also agrees to reimburse GolfNow for all reasonable costs and expenses associated with such repair and technical support. Client will be responsible for maintaining security on its network at all times. GolfNow assumes no responsibility for viruses, malware or other issues that arise due to activity on Client's network, and accepts no liability for the consequences of said activity, regardless of the ownership of the hardware residing on the network.

8. Fees and Pricing. Client's payment to GolfNow shall be the "Total Payment" amount set forth on the Order Form attached hereto. If Client agrees to charge a Transaction Fee for rounds booked on its website through a GolfNow booking engine, Client's share of the Transaction Fee, as set forth in the Order Form, shall be net GolfNow's costs (approximately 5%). If applicable, Client shall have the right to approve the price and amount of all non-Trade Time inventory offered through GolfNow's Distribution Channels. GolfNow shall receive tee times and rates at least as favorable to GolfNow as the most favorable tee times and rates offered or provided by Client to any other third-party distribution service or any third party with substantially similar features, functionality, or capabilities as those provided by GolfNow. Client acknowledges and agrees that Client's payment to GolfNow is a material element of this Agreement. Due to this material element, in the event that Client does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event"), Client shall be required to pay the following fees to GolfNow: (1) For Products/Services being paid for via Trade Time(s): Five Hundred Dollars (\$500) per Product and/or Service, per Golf Course, per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event; or (ii) the end of the current Term, whichever is shorter; and (2) For

Products/Services being paid for in cash: Client will be invoiced for the cash price owed to GolfNow for those Products/Services for the remainder of the Term, with payment being due within thirty (30) days of Client's receipt of such invoice. Additional fees relating to Non-Compliance Events may apply for certain Products and/or Services such as Toptracer Range and Full Swing, or as set forth in the Order Form. For the avoidance of doubt, nothing in this section shall limit any rights or remedies available to GolfNow relating to a Non-Compliance Event.

9. Trade Time Definitions.

(i) Trade Time with Rolling Terms: A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. Each Trade Time shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month until a maximum of thirty-one (31) Trade Times (or 124 individual 9-hole or 18-hole trade rounds) have been sold each month. Any Trade Time that 'rolls' to a subsequent day may be posted at any time during that day's Bookable Window, regardless of the Trade Load Time. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon otherwise). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(ii) Trade Time with Non-Rolling Terms: A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(iii) Trade Time Posting. The tee times of the individual 9-hole or 18-hole rounds (as applicable) provided as Trade Times shall be posted during the Bookable Window (defined below), or at the specified Trade Load Time(s) set forth in the Order Form. "Bookable Window" shall mean any time throughout the day unless specifically restricted otherwise in the Order Form. In the event the Trade Load Time(s) or Bookable Window(s) become unavailable on a given day, GolfNow may re-post the applicable Trade Time(s) or individual tee time(s) at any available time(s) during the Bookable Window. In addition to the above, GolfNow may also offer Trade Times for sale as "Pay Now & Save" tee times at any time throughout the Bookable Window. For the avoidance of doubt, once a Trade Time has been sold as a "Pay Now & Save," it will be removed from the applicable Trade Load Time or Bookable Window.

(iv) Smart Trade (TeeOff.com only): If noted on the Order Form, GolfNow may employ the "Smart Trade" system for selling Trade Times, whereby the tee time inventory shall include "auto-switching" the Trade Time inventory from floating time slots to a fixed time slot if the target window becomes more than 80% booked.

(v) Availability. If any Trade Time(s) on a given day become unavailable due to a scheduled outing, event, over-seeding, course maintenance, or any other reason, GolfNow shall be permitted to designate and post equivalent Trade Time(s) on earlier or subsequent date(s).

10. Trade Over-Sell. In the event that GolfNow inadvertently oversells trade rounds due to a technology or interface error, GolfNow shall block future trade rounds to make up for such oversell. If the oversold rounds are valued at more than One Thousand Dollars (\$1,000), GolfNow agrees to issue a refund check to Client. For the avoidance of doubt, if the oversold rounds are valued at less than One Thousand Dollars (\$1,000), GolfNow shall reimburse Client via future blocked trade rounds.

11. Acceptable Use. Client shall use the Software in accordance with the Documentation and this Agreement for purposes of operating its business and not for further resale or distribution. Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party (other than Users and End Users as expressly authorized by this Agreement); (ii) use the Software to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iii) interfere with or disrupt the integrity or performance of the Software or any of GolfNow's and/or its licensors' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, the Documentation, training materials, templates, and other tangible or intangible technical material or information, used by GolfNow or its third party licensors and providers to provide the Software (referred to herein as "GolfNow Technology"); or (iv) attempt to gain unauthorized access to the Software, Services, or GolfNow Technology; (v) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Software, the Services or the GolfNow Technology; (vi) access the Software or GolfNow Technology for the purpose of building a similar or competitive offering; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or GolfNow Technology or any part thereof or otherwise attempt to discover any source code or modify the Software or GolfNow Technology. Client shall: (i) notify GolfNow customer support as promptly as practicable by email, fax or telephone of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GolfNow as promptly as practicable and use reasonable efforts to stop immediately any copying or distribution of any Client proprietary information or Client Data that is known or suspected by Client or Users through the Software and/or Services; and (iii) not impersonate another User or provide false identity information to gain access to or use the Software and/or Services. Client is responsible for all Users' compliance with this Agreement, for charges incurred by Users under Client's account, and for using commercially reasonable efforts to ensure that Users maintain the confidentiality of their passwords and user names. Certain editions of the Software offer integration capabilities via an application programming interface, or API. The number of API calls Client can make per account at no additional charge is limited (excluding calls resulting from use of GolfNow End User applications, golfnow.com, and GolfNow-certified applications) to an aggregate maximum of two hundred thousand (200,000) calls/day/account. Calls to the API that exceed the daily maximums in the preceding sentence may require payment of additional charges.

12. End Users; Privacy Policies and Terms of Use. Client acknowledges and agrees that Client shall be solely responsible for establishing and enforcing the terms and conditions under which each individual or company who interacts with the public-facing user interface and features of the Services for purposes of conducting business with Client (each an “End User”). Client will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to End Users and otherwise in compliance with all applicable Texas and federal laws; and (c) comply with such policy and terms of use. No End User shall be deemed a third party beneficiary of this Agreement, and Client shall not make any warranties, representations or commitments to End Users which would: (i) imply an endorsement by GolfNow; (ii) purport to bind GolfNow to any legal obligations owed by Client to the End User; or (iii) entitle any End User to enforce the terms of this Agreement against GolfNow.

13. Ownership of Data.

(i) **Client’s Data Rights.** Unless otherwise specified in an Order Form, the Parties acknowledge and agree that GolfNow shall act as a service provider for any End User personal information it receives from and/or accesses on Clients’ systems (“Client Data”) in order to deliver the Software and/or Services. Where this is the case, GolfNow shall collect, retain, use, disclose, and otherwise process Client Data (including personal information as defined under the applicable law) solely to fulfill its obligations to Client under this Agreement on Client’s behalf, for Client’s operational purposes, for GolfNow’s own operational purposes, for other notified purposes, and for no other purposes. GolfNow shall not sell Client Data or otherwise disclose Client Data for a commercial purpose. Unless otherwise specified in an Order Form, for golfers originating from GolfNow-operated sites and services, GolfNow shall provide Client with the name and phone number entered by golfers booking rounds or tee times with the Client to enable Client to fulfill the booking request (“Booking Data”). Client retains ownership of Client Data and all customer personal information obtained independently of the Services by Client, whether prior to or during the Term of this Agreement (“Independent Client Data”). Client and GolfNow each independently own Booking Data. Client represents and warrants that Client will comply with all applicable federal, State of Texas, or local privacy laws, with respect to (i) any and all Client Data, Booking Data, and Independent Client Data, and (ii) Client’s use of Client Data in conjunction with the GolfNow Products, Services, and/or Software, including but not limited to Client’s distribution of marketing communications (via e-mail, text message, or otherwise) through the GolfNow Products, Services, and/or Software, whether by Client directly or by GolfNow on Client’s behalf or at Client’s direction. Client shall comply with its obligations as a “business” under Texas law for all Client Data, Booking Data, and Independent Client Data.

(ii) **GolfNow Data Rights.** In addition to the rights to Booking Data as set forth in Section 13(i), GolfNow shall own rights to all End User personal information obtained directly and independently by GolfNow on GolfNow-operated sites and services. Client further agrees that GolfNow may process Client Data to generate non-personally identifiable information by means of aggregation or de-identification, and to use and disclose that data (along with any other similar data (e.g. anonymous survey results, general usage data, or other information generated by

GolfNow under this Agreement) for its own commercial purposes during or after the term of this Agreement. The following shall remain the sole and exclusive property of GolfNow: (a) the GolfNow Software and Services (including any enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GolfNow under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

14. Data Security. Industry standards have been set by the Payment Card Industry Data Security Standards (“PCI Standards”) for protection of customer information. GolfNow and Client both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GolfNow agrees that it will use systems, tools and security and take commercially reasonable steps to ensure Client customer data hosted by GolfNow is not accessed, redistributed, duplicated, or modified. GolfNow shall be free to provide certain required levels of access to contracted third party vendors that may need access to such data in order to provide services.

16. Intellectual Property.

(i) Client Intellectual Property Rights. Client hereby grants GolfNow during the Term a revocable, limited, non-exclusive, royalty-free, worldwide license to use certain materials provided by Client, including but not limited to golf course information, logos, branding, images, and video (the “Client Materials”), as may be necessary for GolfNow to: (i) provide the Services to Client; (ii) aggregate Client usage data as set forth above; and (iii) to promote Client and provide the marketing services contemplated herein. Client retains all right, title and interest, including all related intellectual property rights, in and to the Client Materials. Client represents and warrants that any Client Materials provided to GolfNow and/or uploaded to Client’s Website during the Term will be fully cleared (e.g. for copyrights, rights of publicity, etc.) for commercial use in all mediums (including, without limitation, on the internet, in print, and via mobile distribution channels).

(ii) GolfNow Intellectual Property Rights. GolfNow and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the GolfNow Services, Software, Technology, and Documentation. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the GolfNow Products, Services, Software, or Technology. Any GolfNow-related names, logos, and the product or service names associated with the Services are trademarks of GolfNow or its licensors or other affiliated third parties, and no right or license shall be deemed granted to use them to Client, any End User, or any other third party without the prior, express written consent of GolfNow. GolfNow shall be free to use or incorporate and permit its third party licensors to use or incorporate into the GolfNow Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the GolfNow Technology or the Services, and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon GolfNow hereunder, all of which once incorporated shall be the sole and exclusive property of GolfNow and its licensors.

17. Confidentiality.

(i) Definition. “Confidential Information” means all non-public information of a Party (“Disclosing Party”) disclosed to the other Party under this Agreement (“Receiving Party”), whether orally or in writing and whether or not designated as confidential at the time of disclosure, including without limitation the terms and conditions of this Agreement (including pricing and other terms), business information, specifications, research, software (in the case of GolfNow, including but not limited to, the GolfNow Technology, flow of screens, and Documentation), trade secrets, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information of the Disclosing Party, and Client Data and End User Data.

(ii) Treatment of Confidential Information. Except with the Disclosing Party’s permission, or if required under the Texas Public Information Act, the Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other the performance of the Receiving Party’s obligations under this Agreement, and shall not disclose the Confidential Information to any third party other than its contractors or authorized representatives who are subject to binding obligations of confidence substantially similar to those set forth in this Agreement and solely for the purposes of this Agreement.

(iii) Permitted Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that: (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, including, by way of example but not limitation, the posting of Client materials or Client Data by Client, Users or End Users on any publicly-available portions of the Services; (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information (except for patentable subject matter, which shall not be subject to this exception); or (e) the Receiving Party is required to disclose by any applicable law, by any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided that the Receiving Party provides the Disclosing Party with prompt written notice of the requirement to disclose, reasonable assistance in the opposing or limiting of such disclosure and limits such disclosure to that strictly required by such court, government agency or legal process; (f) is a permitted aggregation of data.

(iv) Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Notwithstanding the foregoing, Client irrevocably waives any right to enjoin or restrain the operation of the GolfNow Software or Services as a whole, or GolfNow’s, its providers’, or its customers’ use of any content or other material used or displayed through the Services other than Client’s Confidential Information.

18. Limited Warranties and Remedies; Disclaimers. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to this Agreement. Client represents and warrants to GolfNow that any intellectual property provided to GolfNow by Client (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. GolfNow will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GolfNow will use all reasonable means to fix any defect in the Software or Services that may arise. GolfNow will provide Client with training on how to use the Software and Services and provide support as needed by Client. Notwithstanding the foregoing, in the event that Client creates its own content and/or software, and/or utilizes third party software to deliver services to the Client's users, such content and software or services are not included within this Limited Warranty and GolfNow is not responsible for any damages or remedies of any kind in connection with Client's content and/or use of such software or services. GolfNow shall notify Client in advance of any Software or Service updates and will provide appropriate training and/or materials to Client concerning all updates. Client and its authorized users shall use the Software and Services only in accordance with this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE APPLICATIONS, THE SERVICES OR THE GOLFNOW TECHNOLOGY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY WILL MEET CLIENT'S OR END USERS' REQUIREMENTS OR EXPECTATIONS, OR (C) THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, SO LONG AS GOLFNOW HAS TAKEN REASONABLE STEPS TO SAFEGUARD AGAINST SUCH VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE, THE SERVICES AND THE GOLFNOW TECHNOLOGY IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY GOLFNOW AND ITS PROVIDERS. With respect to malfunctioning Software, GOLFNOW'S entire liability and Client's exclusive remedy shall be the repair/replacement of the Software.

19. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL,

EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN NO EVENT SHALL GOLFNOW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CLIENT HEREUNDER (WHICHEVER IS GREATER) OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE TOTAL PAYMENT SECTION OF THE ORDER FORM.

20. Indemnification.

(i) **By Client.** To the extent authorized by Texas law, and only to the extent such claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities are not wholly or partly due to GolfNow LLC's own intentional acts, recklessness, gross negligence or negligence, Client shall indemnify, defend, and hold harmless GolfNow, LLC and its parents, affiliates, officers, directors, employees, contractors, vendors, agents, and representatives, (collectively, the "GolfNow Indemnified Parties"), from any and all claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities, including reasonable attorney's fees and expenses (collectively, "Losses") as incurred, arising from or related to any third-party claim (a) that any materials provided to GolfNow by Client, or utilized by Client in its use of the GolfNow Products, Services, or Software, infringe, misappropriate, or otherwise violate or conflict with applicable law or any third-party's intellectual property rights or rights of privacy or publicity; or (b) to the extent arising from or relating to (i) the breach of Client's obligations, representations, or warranties under this Agreement, including any third-party claim alleging any act, omission, or fact that constitutes a breach; (ii) any death, personal injury, bodily injury to persons, or damage to property caused by Client or occurring at Client's Golf Course(s); (iii) any dispute between Client and a customer/golfer, including in connection with the customer/golfer's experience at Client's Golf Course(s), without regard for the basis of such claim; (iv) any negligence or willful misconduct of Client or Client's employees, vendors, agents or other personnel; and (v) the Client Data and/or Client's Website (as defined in Section 15), to the extent such Losses are not a result of GolfNow's negligence.

(ii) **By GolfNow.** GolfNow agrees to defend, indemnify, and hold harmless Client, its parents, affiliates, officers, directors, partners, employees, contractors, vendors, guests, volunteers, agents, and representatives from and against all Losses arising out of or resulting from any act undertaken or committed by GolfNow, or any contractors hired or engaged by GolfNow, in connection with the performance of GolfNow's obligations under this Agreement. GolfNow also agrees to defend, indemnify, and hold harmless Client from any liability resulting from any claim, action or cause of action which may be asserted by third-parties arising out of the performance of

the GolfNow's obligations pursuant to this Agreement, except those actions or liabilities which are due to the misconduct or negligence of Client.

21. Insurance. Client acknowledges and agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance in compliance with applicable law; (iii) employers' liability insurance with a limit not less than One Million Dollars (\$1,000,000.00); and (iv) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GolfNow, LLC must be listed as an "additional insured" on the policies described above. Promptly after signing this Agreement, Client will deliver to GolfNow certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice shall be provided in accordance with these Terms. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GolfNow. Failure to request evidence of insurance is not a waiver of Client's obligation to obtain the required insurance.

22. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Texas without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement.

23. Binding Nature; Assignment. This Agreement shall be binding upon GolfNow and Client, and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without Client's consent, GolfNow may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries; (ii) its parent company; or (iii) any of its parent company's divisions, affiliates, or subsidiaries. A sale of substantially all of the stock or assets of a Party, or the reorganization or merger of a Party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GolfNow to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GolfNow itself was performing such obligations.

24. Export Control. Client and GolfNow agree, in connection with Client's use of the Software and the Services, to comply with all applicable export and re-export laws and regulations. GolfNow makes no representation that the Software or Services is appropriate, will comply with applicable laws, or available for use in locations other than the United States of America.

25. Taxes. Client represents and warrants that it is a political subdivision of the state of Texas, exempt from local, state or federal taxes..

(i) Sale of Tee Times or Other Items to End Users: With regard to the sale by Client of tee times or other taxable items directly to an End User through or in connection with services provided by GolfNow under this contract, Client will, as required by applicable laws, collect and remit all applicable taxes relating to consideration paid by End Users directly to Client. GolfNow will collect and remit all applicable taxes relating to consideration paid directly to it by End Users.

(ii) Barter for or Cash Purchase of GolfNow Services by Client: The license by Client of some or all of GolfNow Services (including software) under this contract may be subject to sales or use tax in the state(s) in which Client operates. GolfNow recognizes that the value to Client of its Services, including software solutions provided under this contract, lies principally in the provision of access to and effective execution within the market created by GolfNow. Client and GolfNow agree that the consideration due from Client to GolfNow under this contract that is applicable to software equals the lesser of twenty percent (20%) of the total remuneration collected by GolfNow from End Users for Tee Times (or cash from Client) under the contract or \$2,500 (“The Allocation”) calculated on a per account (not per course) basis. To the extent that the state(s) in which Client operates impose tax on the license of software provided through this contract, tax will be computed on The Allocation, and will be payable by Client to GolfNow for remittance to the appropriate tax authority.



26. Survival. Sections 1, 16-20, 22, 25 and 26 shall survive notwithstanding the expiration or termination of this Agreement.

27. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto between Client and GolfNow. Additionally, this Agreement shall terminate and supersede any and all prior Order Form(s) entered into between Client and GolfNow regarding the Golf Course(s) listed herein. For the avoidance of doubt, this Agreement shall not terminate and/or supersede any non-Order Form agreements between Client and GolfNow or any prior Order Form(s) or other agreement(s) between Client and GolfNow relating to golf courses not listed in this Agreement. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter, and not in reliance upon any representations or promises made by any Party, its attorneys, or its agents. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Client or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. None of the Parties shall have any power to obligate or right to bind any other Party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices

of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

Additional Terms.

The following Additional Terms shall govern Client's purchase and use of the associated product and/or service, and are expressly incorporated into the Agreement between GolfNow and Client when applicable. These Additional Terms will not change or replace the Standard Terms and Conditions or any other Terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Additional Terms shall have the same meaning as set forth in the Agreement and in the event of an express conflict between these Additional Terms and the Agreement, the Additional Terms shall control.

B. GolfNow Answers Reservation Center Services Terms and Conditions.

Client's use of the GolfNow Answers Reservation Center Services shall be governed by the following terms and conditions as set forth below. In the event of a conflict between the terms of this GolfNow Answers Reservation Center Services Addendum and the Standard Terms and Conditions, this GolfNow Answers Reservation Center Services Addendum shall control.

Reservation Center Services are provided by a third party, W5 Golf, Inc. ("W5") under an agreement with GolfNow. The following terms govern this service between the parties.

A. DEFINITIONS:

1. "CSR" refers to a customer service representative employed by W5.
2. "PGC" refers to the participating golf course(s) on the GolfNow application for service.
3. "Booked Round" is any round reserved by a CSR at the PGC.
4. "GolfNow" refers to GolfNow, LLC.
5. "W5" refers to W5 Golf, Inc.
6. "You", "your", "Facility" and "Client" mean the business entity that signs the applicable Agreement ("Agreement").

B. PERFORMANCE OF THE PARTIES: The parties agree to assume the following rights, duties and responsibilities:

1. Client will provide any required data connectivity at its facility for the performance of this agreement.
2. Client agrees that it will not forward its main number to W5, but shall implement an auto-attendant if all tee time calls are to be handled by the W5 reservation center.
3. Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges described below.
4. Reservation Center: W5 is responsible for the toll-free telephone charges associated with forwarding calls to W5, unless Client elects to use its own toll-free number. W5 will, with Client or PGC, develop a telephone protocol to be used by W5 CSR's when answering telephone calls for the PGC. W5 CSR's will endeavor to capture golfer data, including first name, last name, postal code, phone number, and email address.

C. CUSTOMER DATA: Golfer data collected through a Client-controlled website or by a CSR while answering reservation calls for a Client-controlled telephone number will be the exclusive property of Client and may not be used, sold or distributed by W5 or GolfNow in any manner. At the termination or expiration of the agreement, W5 shall, upon request, provide to Client a copy of all such golfer data and shall delete such data from W5's systems.

D. CONFIDENTIALITY: Each party to this Agreement shall keep confidential any information received from the other party that is not publicly available.

E. TRADEMARKS AND SERVICE MARKS: This Agreement does not give W5 or the PGC any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks").

F. NOTICES: Notices to W5 shall be sent to: W5 Golf, Inc., 19740 Governors Highway, Suite 115, Flossmoor, IL 60422. Notices to Client shall be to the address on the GolfNow application for service.

G. LIMITED LIABILITY: You agree that W5 and GolfNow are not responsible for lost revenue due to mistakes made by CSR's during a reservation.

H. INDEMNIFICATION: To the extent authorized by Texas law, and only to the extent such claims, damages, liabilities, causes of action, and losses are not due, in whole or in part, to W5 or GolfNow's intentional acts, recklessness, gross negligence or negligence, You agree to indemnify and hold harmless W5 and GolfNow, their subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and expenses including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) any goods, services or facilities sold to or used by a golfer while on your or the PGC's premises; 2) the marketing of any goods or services; 3) the negligent or wrongful performance of, or failure to perform, by you, your agents and/or employees, any duties or obligations under this Agreement; 4) the violation or alleged violation by you, your agents and/or employees of any laws, regulations or rulings applicable to you; and 5) your breach of the Agreement.

I. LIMITATION OF LIABILITY: In no event shall W5 be liable for any special or consequential damages suffered by Client or its PGC, including but not limited to lost revenue, resulting from loss of user data, loss of service or act of God. Additionally, the accuracy of green fee pricing and other course-specific data maintained in W5 systems is the ultimate responsibility of Client, even if W5 or GolfNow staff assists with the data entry.

J. INVENTORY EXCHANGE: An inventory exchange program may be elected by Client as indicated on the GolfNow application for service. Through this option, Client provides W5 with a pre-determined amount of tee time inventory as compensation for W5's services. The following rules shall apply to the Inventory Exchange Program:
1. Unless otherwise agreed upon between W5 and Client, W5 may reserve tee times for this program up to 14 days in advance or the PGC public booking window, whichever is greater.

2. All tee times reserved through this program will be noted on the tee sheet as such.
3. Unless otherwise agreed between W5 and Client, W5 may schedule inventory exchange tee times as early as 9:30am on Weekdays and as early as 10:00am on Weekends.
4. If W5 is unable to secure an allotted tee time due to scheduled outings or events, W5 has the right to sell a replacement tee time on another date. The original date of the tee time will be noted on the replacement reservation. W5 will not have the right to any replacement tee time due to course maintenance or weather.
5. Client will not cancel, move or edit a tee time reserved by W5 through this program without first contacting W5.
6. Client will not apply a surcharge to golfers booked through this program which is not charged to regular golfers.
7. Inventory exchange tee times may be sold through birdiebug.com, W5's partner distribution network, and through the W5 reservation center when answering calls on behalf of the Client.

E. ClubBuy Terms and Conditions

The following ClubBuy Terms and Conditions ("ClubBuy Terms") shall govern Client's participation in GolfNow's ClubBuy Group Participation Program during the Term of the Agreement and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Client.

1. ClubBuy Group Participation Program.

- a. GolfNow has entered into group purchasing agreements with certain third-party vendors (the "ClubBuy Vendors") whereby the ClubBuy Vendors will grant select golf courses associated with GolfNow cost effective ways for such golf courses to make purchases of food, agronomy, and other products under the terms of separate agreements between such golf courses and the ClubBuy Vendors and/or the ClubBuy Vendors' third party partners (collectively referred to herein as the "Group Purchasing Programs" or "GPP").
- b. If indicated on the applicable Order Form, GolfNow shall provide Client with access to the GPP, with such participation being at all times subject to these ClubBuy Terms and the terms of the Agreement.
- c. Client acknowledges that participation in the GPP is conditioned upon the completion of certain letters of participation and/or membership applications (the "Membership Application(s)") designating the ClubBuy Vendors to act as Client's group purchasing agent(s) for certain products purchased through the GPP, and Client agrees all applicable Membership Applications must be completed prior to receiving access to the GPP.

2. Term and Termination.

- a. **Term.** The term of Client's participation in the GPP shall be the Term set forth in Section 1 of the Standard Terms and Conditions and applicable Order Form.

b. Termination. In addition to the conditions for termination set forth in Section 1 of the Standard Terms and Conditions, Client's participation in the GPP shall automatically terminate on the date of the event of either: (i) the termination of the Membership Application with the applicable ClubBuy Vendors; or (ii) the termination of GolfNow's relationship with the applicable ClubBuy Vendors under the GPP; or (iii) Client's discontinued participation in the GPP for any reason, including any defaults under the Membership Application.

3. Client Obligations.

a. During the Term, Client shall continuously participate in the GPP. Client shall promptly complete all Membership Applications and other applicable paperwork as reasonably required from time to time by the ClubBuy Vendors and shall comply with all terms and conditions thereof. Client acknowledges and agrees that ongoing access to the GPP is contingent upon Client's timely and complete payment of all invoices, payments and amounts due under the GPP. Client agrees that GolfNow, in its sole and complete discretion, may withhold, or limit/restrict access to the GPP or other GolfNow products/services in the event Client fails to make timely payments in accordance with the specified payment terms of the ClubBuy Vendors or is otherwise delinquent in its participation in the GPP, until such time that the ClubBuy Vendors have certified to GolfNow that Client has become fully compliant with the terms of the GPP.

b. Purchase Minimum. If applicable, Client shall make the minimum purchases (net of returns, allowances, rebates, discounts and write-offs) set forth on the applicable Order Form through the GPP during each year of the Term (collectively the "Purchase Minimum(s)"). The Purchase Minimums shall apply for each and every year of the Term. Client agrees that the Purchase Minimum is a material element of the Agreement and agrees that GolfNow shall have no obligation to provide any consideration to Client if the Purchase Minimum is not met annually.

c. Penalties. Client acknowledges that GolfNow is providing Client with products and services in exchange for Client's participation in the GPP, and that if applicable, the Purchase Minimum(s) are a form of payment for those products and services. As such, in the event Client fails to meet the required Purchase Minimum(s) during a certain year of the Term, Client shall pay to GolfNow the penalties set forth on the applicable Order Form (the "Penalties").

Penalties will be calculated on the yearly anniversary of the Effective Date and Client shall pay any Penalties owed to GolfNow within thirty (30) days after the end of the Agreement year in which the Purchase Minimum(s) were not met.

For the avoidance of doubt, GolfNow reserves the right to terminate, limit, or restrict Client's access to the products and services provided to Client during any time in which the Purchase Minimum was not met and the Penalties have not been paid and Client's failure to pay any applicable Penalties shall constitute a Material Breach of the Agreement.

In the event the Agreement is terminated pursuant to Section 2(b) of these ClubBuy Terms and Client has failed to meet the Purchase Minimum(s) as of the date of termination, Client shall pay the Penalties to GolfNow based on the difference between the Purchase Minimums and Client's

purchases through the GPP as of the date of termination. Such Penalties shall be paid by Client within thirty (30) days of the date of termination.

d. Client acknowledges that its legal rights and obligations with respect to the GPP are contained in the Membership Applications or other agreements that Client may enter into with the ClubBuy Vendors. Client acknowledges and agrees that GolfNow (i) is not a party to the Membership Applications and (ii) shall not be responsible for any obligations thereunder. Further, GolfNow shall not be involved with the administration of the GPP, including any purchases by Client through the ClubBuy Vendors, or any of the ClubBuy Vendors' vendors, and as such GolfNow shall have no liability with respect to such purchases. Client agrees that any dispute that arises under the Membership Applications will be resolved directly through and with the ClubBuy Vendors, without any obligation for GolfNow to resolve in any way; Client hereby releases GolfNow from any such claims. In turn, Client acknowledges and agrees that the ClubBuy Vendors (i) are not a party to this Agreement and (ii) shall not be responsible for any obligations hereunder. Client agrees that any dispute that arises under these ClubBuy Terms or the Agreement will be resolved directly with GolfNow, without any obligation for the ClubBuy Vendors to resolve in any way.

4. Limitation of Liability.

~~IN ADDITION TO THE LIMITATIONS SET FORTH IN SECTION 19 OF THE STANDARD TERMS AND CONDITIONS, CLIENT ACKNOWLEDGES AND AGREES THAT THE GROUP PURCHASING PROGRAM IS NOT ADMINISTERED BY GOLFNOW, AND AS SUCH, GOLFNOW IS SPECIFICALLY DISCLAIMING ANY AND ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF EITHER (I) CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM OR (II) CLIENT'S AGREEMENTS WITH THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE. CLIENT AGREES THAT GOLFNOW SHALL NOT BE LIABLE TO CLIENT FOR ANY SUCH CLAIMS OR DAMAGES. CLIENT AGREES TO SEEK RELIEF DIRECTLY FROM THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE FOR ANY AND ALL LIABILITIES OR DAMAGES RELATED TO CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM.~~



Administration

ITEM 4.9

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 8, 2021
- Agenda Item:** Discuss and consider action: The School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District: D. Vaughn
- Background:**
- Information:** The current agreement has been based on a one-year term renewed each year. This agreement would cover a two-year time frame to provide better job security for those employees assigned as SRO's and will allow both parties to evaluate the future direction of the program.
- Fiscal Impact:** During the term of the agreement, the District will be responsible for paying \$221,463 the first year and \$228,897 the second year. The City would be responsible for the remaining costs associated with the positions.
- Recommendation:** Approval of the School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District as presented.

**INTERLOCAL AGREEMENT BETWEEN
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF BURNET**

This Agreement is made the 28th day of June, 2021, between the Burnet Consolidated Independent School District (“District”) and the City of Burnet (“City”).

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act”, Chapter 791 Texas Government code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City will provide Three (3) Burnet Police Department (BPD) police officers to the District to serve as a School Resource Officer (SRO) on campuses located within the City of Burnet, in accordance with Exhibit “A” and under the policies and procedures of the City and the District as amended from time to time.
2. The Term of this Agreement is from August 18, 2021 through the last day of school scheduled in May, 2023 (Term).
3. The officers assigned under this agreement shall serve as SRO’s during the school calendar year (mid-August through the end of May) and will return to service with BPD during the summer recess.
4. During the first year of this agreement, District shall pay to City the amount of Two Hundred Twenty-One Thousand Four Hundred Sixty-Three Dollars and 00/100’s

(\$221,463) for Compensation Reimbursement of all salaries, benefits, training, and vehicle expenses of said SRO's, payable in nine equal installments of Twenty-Four Thousand Six Hundred Seven dollars and 00/100's (\$24,607.00) payable by the last day of each month, beginning in September 2021 for the 2021/2022 school year.

5. During the second year of this agreement, District shall pay to City the amount of Two Hundred Twenty-Five Thousand Eight Hundred Ninety-One Dollars and 00/100's (\$225,891) for Compensation Reimbursement of all salaries, benefits, training, and vehicle expenses of said SRO's, payable in nine equal installments of Twenty-Five Thousand Ninety-Nine dollars and 00/100's (\$25,099.00) payable by the last day of each month, beginning in September 2021 for the 2021/2022 school year.
6. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. District, acting through its designated administrator, will have the right to allocate the officer's time amongst District's various facilities as it sees fit, however City will control assignment of specific officers to those positions and will maintain supervisory control over all officers in the performance of their duties as peace officers. SRO's shall not work more than forty (40) hours per week without prior authorization by the City.
7. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of BPD as District peace officers. The Parties further recognize that the officers shall remain City employees, and shall wear the uniform and equipment of the BPD.
8. The City reserves the right to temporarily reassign the SRO, when, in the sole judgment of the City, their services are required in response to a citywide or major emergency.
9. In the event of an extended period of leave, or time-off, by the SRO during the school year, the City and the District shall cooperate in good faith to provide a temporary replacement SRO, as BPD staffing levels allow.
10. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City, nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to

create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

11. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the other party.
12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. Formal notices, demands, and communications between Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, to the principal offices of the Parties and addressed to:

City of Burnet
Attn: City Manager
P.O. Box 1369
Burnet, Texas 78611

BCISD
Attn: Superintendent
208 E. Brier
Burnet, Texas 78611

14. This Agreement may be terminated for convenience at any time by either party upon sixty (60) days written notice, at which time all parties shall be relieved of their obligations under this Agreement.
15. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
16. This Agreement and all obligations created hereunder shall be performable in Burnet County, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

(signatures on next page)

Burnet Consolidated Independent School District,

By: _____
Keith McBurnett, Superintendent

City of Burnet,
A Texas Municipal Corporation

By: _____
David Vaughn, City Manager

Burnet School Resource Officer Program
"Exhibit A"

PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is to provide for the safety and security of staff and students with a focus on reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student and faculty participation, which will benefit the students, the school district, the police department and the community. Programs such as Teacher In-Service, etc.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. A uniformed police officer designed as School Resource Officers (SRO) will be assigned to Burnet High School, Burnet Middle School, and one shared between RJ Richey Elementary and Shady Grove Elementary, and will directly report to the Burnet Police Department using the department's organizational structure.
2. SRO's are a police officer first, employed by the Burnet Police Department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. SRO's follow the Burnet Police Department organizational structure, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative issues, personnel matters or routine discipline situations of the Burnet Consolidated Independent School District which are not criminal offenses.

SELECTION

When an SRO position becomes available, the school district will be consulted about the selection, and officers tentatively selected to fill a vacant SRO position will meet with school officials prior to final selection. The Chief of Police or his designee will have the final deciding authority on SRO selection.

Selection criteria will include but will not be limited to:

- Oral presentation
- Performance Reports
- Experience
- Interpersonal Skills

Annually, SRO's will have a review/evaluation of SRO assignments in conjunction with both the Burnet Police Department and the Burnet Consolidated Independent School District.

STANDARD DUTY HOURS

- Secondary Campuses: 0730 hours – 1630 hours (Monday through Friday)
- Elementary Campuses: 0700 hours – 1600 hours (Monday through Friday)
- There may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SRO's are still considered a non-exempt employee under the Fair Standards Act and is subject to its provisions as well as department and city policy relating to overtime. All overtime request will be reviewed and approved by Police Administration.
- Campus principals will be informed as soon as possible when an SRO is not able to be on campus.
- Holidays and Vacation: SRO's will accrue holidays and vacation at the rate allowed by City policy. They may be scheduled to coincide with school holidays when school is closed. SRO training should be accomplished during these periods or during the summer when school is not in session.
- Substitution: Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

ADDITIONAL DUTIES PERFORMED

- Subject to Call-Out
- At the direction of BPD Sergeant and BPD Chief of Police
- Provide security as required at District functions to include, but not limited to, school board meetings, graduations, athletic events.

DUTIES AND RESPONSIBILITIES

- Enforcement of Texas Criminal Code, Traffic Code, Education Code, Health and Safety Code, Family Code and applicable Burnet Consolidated ISD regulations.
 - In accordance with Senate Bill 393, Section 37.143, effective September 1, 2013, a police officer in the State of Texas is prohibited from issuing a citation to a student 10 years of age and younger than 17 years of age, who is alleged to have committed a school offense. This includes school sponsored events (i.e., sporting events and proms at facilities not owned by the school district).
- Proactively patrol high traffic areas, including outside of restrooms, hallways and exterior of the campus;
- Provide pro-active patrol of the campus for violations of the law;
- Provide pro-active patrol of the campus for suspicious persons and activity;
- Emergency response to crimes or emergencies in progress;
- Investigation and documentation of crimes occurring on campus;
- Work with the campus safety coordinator (generally an Assistant Principal) to assist with regular drills (lockdown, lockout, reverse evacuation, fire and inclement weather) in conjunction with campus staff, facility management and emergency services personnel;
- Respond to and investigate intrusion and fire alarms and provide on-site assistance to staff in the operation of the alarm system;
- Respond to non-emergency calls for service relating to the District;
- Assist other law enforcement agencies that may be involved with District personnel or students;
- Coordinate with Emergency Mental Health Officers and Mental Health Professionals responding to the campus;
- Investigation and documentation of violations where there is a threat to safety;
- Investigate fires on campus and serve as a liaison with the appropriate emergency service providers;
- Be alert and report facility related safety concerns;
- Respond to administrative requests to assist with emergencies such as fights or persons with weapons (This does not include classroom disruptions such as dress code violations, cursing, refusing to comply with class room rules);
- Assist administrators with students who are a danger to themselves, others or are damaging district property;
- Provide a presence on campuses during public demonstrations;
- Assist campus administrators in, restraining orders and protective orders;
- Assist campus administrators with locating parents or guardians in case of an emergency;

- Assist campus administrator with security audits and crisis response plans;
- Keep the peace on campus as needed. Provide administrators with “threat assessments” on students or staff exhibiting alarming behavior;
- Provide guidance to campus with traffic flow problems on school grounds;
- Perform school zone speed enforcement and coordinate enforcement with appropriate patrol units.
- Provide information about newsworthy events and/or crimes occurring on District property or students/staff in accordance with the Burnet Police Department personnel policy;
- Building working relationships with the school’s staff as well as with student and parent groups;
- Promoting the profession of law enforcement and being a positive role model to students;
- Working with staff members to establish a safe and secure learning environment.

CONFIDENTIALITY OF STUDENT EDUCATION RECORDS

School officials shall allow SROs to inspect and copy public records maintained by the District only to the extent allowed by law, in accordance with the Texas Public Information Act and the federal Family Educational Rights and Privacy Act (FERPA).

- In carrying out its duties, the City, the SRO, and all other officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a legitimate educational or law enforcement purpose, in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), Burnet CISD Board Policies FL(LLEGAL) and (LOCAL), or other applicable law.
- Burnet CISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City and the SRO as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by Burnet CISD as confidential and shall not disclose any such information to a third party, except as required by law.

CITY RESPONSIBILITIES:

- Provide SRO’s with a fully equipped patrol unit with radio communications.
- Provide SRO’s with police radio communications and cell phone.
- Maintain SRO’s police training and SRO training.

SCHOOL DISTRICT RESPONSIBILITIES:

The Burnet Independent School District shall provide the assigned SRO (s) the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned/heated and properly lighted private office with hallway or direct access to students during passing periods. The office should be large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encouraged classroom participation by SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

ADMINISTRATION

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

ENFORCEMENT

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of peace, personal injury or loss of property. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

SUMMER ACTIVITY

SRO's should accomplish as much of their required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district; however they will spend the majority of this time on police department assignments.

SUMMER SCHOOL

No SRO will be assigned to the school during summer school or summer events unless pre-arranged and approved by the Chief of Police or his designee. As when school is not in session, during the summer, the Burnet CISD will call the Burnet Police Department to have an officer from the Police Department respond.

PROGRAM CALENDAR

The SRO Program will begin just prior to the beginning of school each year and end the last day of the school year. Typically the second week in August till June 1st with beginning and ending dates being included in a contract agreed to by both parties.



Administration

ITEM 4.10

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: June 8, 2021

Agenda Item: Discuss and consider action A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRANITE PARTNERS LLC FOR THE PROVISION OF WHOLESAL WATER TO SERVE REED RANCH AND PROVIDE CONFIRMATION OF THE PROVISION OF WHOLESAL WATER TO THE BURNET COUNTY COMMISSIONERS COURT: D. Vaughn

Background: Reed Ranch is approximately 2000 acres and is located north of Inks Lake in unincorporated Burnet County. Granite Partners LLC proposes to develop Reed Ranch into large lot subdivision and has requested water service be provided to a total of not more than 75 lots. The City's water treatment plant and water transmission line are located within Reed Ranch and are subject to the perpetual obligation to provide water to the owner at no charge. As the developer seeks to obtain County approval of a 234 acre nine lot subdivision within Reed Ranch, he has asked the City to provide confirmation to the County that it will provide wholesale water to the subdivision.

Information: An essential term to any wholesale water agreement will be the conveyance of the water treatment property to the City in fee simple and the amendment to the water line easement releasing the City from the obligation to provide free water.

Fiscal Impact: The City shall have no obligation to maintain the development's water distribution system and the existing agreement requiring 3,300 gallons of free water per day will be terminated. The City's revenue will be as determined in a future agreement.

Recommendation: Approve and adopt Resolution R2021-29 as presented

RESOLUTION NO. R2021-29

A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRANITE PARTNERS LLC FOR THE PROVISION OF WHOLESAL WATER TO SERVE REED RANCH AND PROVIDE CONFIRMATION OF THE PROVISION OF WHOLESAL WATER TO THE BURNET COUNTY COMMISSIONERS COURT.

WHEREAS, Granite Partners LLC is the owner of the approximately 2000 acre property located north of Inks Lake in unincorporated Burnet County and known as Reed Ranch; and

WHEREAS, Granite Partners LLC plans to develop Reed Ranch into large lot subdivisions of land and is seeking water connections to serve the development; and

WHEREAS, Granite Partners LLC, has requested the City to immediately provide Burnet County Commissioner Court with confirmation that wholesale water shall be provided to a proposed nine lot 234 acre subdivision within Reed Ranch; and

WHEREAS, City Council is amenable to providing wholesale water to a TCEQ approved water service provider who will serve the development

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS. THAT:

The City Manager is hereby authorized and directed to: (i) execute the attached memorandum of understanding for the provision of wholesale water to Reed Ranch in substantial form with the attachment hereto entitled "Memorandum of Understanding;" (ii) provide the Burnet County Commissioner's Court with confirmation that wholesale water shall be provided to a proposed nine lot 234 acre subdivision within Reed Ranch in substantial form as the letter addressed to the Burnet County Judge attached hereto; and (iii) execute such other ancillary documents and take such action as may be reasonably necessary to facilitate the purpose of this Resolution.

PASSED AND APPROVED this the 8th day of June 2021.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

MEMORANDUM OF UNDERSTANDING

I. Purpose

The purpose of this non-binding memorandum of understanding (“MOU”) is to provide a memorialization of the City of Burnet, Texas willingness to provide wholesale water service to certain real property, as more particularly described herein, in exchange for Granite Partners LLC fee simple convenience of the “Water Treatment Plant Property” and revision to the “Water Transmission Easement” as more particularly described herein.

II. The Parties

The Parties to this MOU, and addresses for notice purposes, are as follows:

City of Burnet, a home rule city organized under the Constitution of the State of Texas (sometimes hereafter referred to as “City”) with mailing addresses as follows:

City of Burnet, Texas
Attn: City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, Texas 78611

With copy to:

City of Burnet, Texas
Attn: Assistant City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, Texas 78611

Granite Partners LLC, a limited liability company form in the state of Texas, (sometimes hereafter referred to as “Developer”) with mailing addresses as follows:

Granite Partners LLC
Attn: Michael MacDougall
2431 Wooldridge Drive
Austin, Texas 78703

With copy to:

Law Office of Kendra Pesek, PLLC
Att: Kendra Pesek
[114 East Austin Street](#)

[Fredericksburg, Texas 78624](#)

III. Background

Reed Ranch is an approximately 2,000-acre tract of land located in unincorporated Burnet County, Texas, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes (referred to hereafter as "Reed Ranch"). By instrument entitled "Pipeline Easement and Right-Of-Way Agreement," recorded on May 20, 1986, in the Public Records of the Office of the Burnet County Clerk as Vol 364 Pages 387-396, the City obtained the right to construct and operate Water Transmission Lines on and under a described right-of-way within Reed Ranch. By instrument entitled "Water Treatment Plant Easement," recorded on June 5, 1986, in the Public Records of the Office of the Burnet County Clerk as Vol 366 Pages 103-110, the City obtained the right to construct and operate a water treatment plant on and under a described area within Reed Ranch. Subsequent to the recordation of the aforementioned easement agreements, Developer purchased Reed Ranch with the intent to develop same as a large lot residential housing community (hereinafter sometime referred to as the "Development"). Developer has submitted a plat application to the Burnet County Commissioners Court which consists of 234 acres within the Reed Ranch. Developer desires to subdivide the 234 acres into nine separate lots (the "Nine Lots") and has requested the City to provide water service to said lots, and potentially other portions of Reed Ranch. City is amenable to providing water to serve the Nine Lots and other portions of Reed Ranch provided Developer satisfies other terms and conditions as provided for herein.

IV. Provision of Water

The City shall make water available subject to the terms and conditions that follow:

- (A) Water supply agreement. Developer will create a public water supply, or contract with a purveyor ("Purveyor") approved by the Texas Commission on Environmental Quality as a public water supplier, who will then purchase water from the City under a wholesale water supply contract. The wholesale water supply contract shall include the terms and provisions that follow:
- Purveyor shall purchase water ("Purchased Water") from City at an agreed price, which shall be periodically adjusted;
 - City shall install, at Purveyor's sole cost taps and meters to the City's Water Transmission Line;
 - Purveyor shall be responsible for the design, construction maintenance, repair and replacement of the system for taking delivery of the Purchased Water, including the connection necessary to receive the Purchased Water from the City and the piping and associated equipment necessary for conveyance and storage of the Purchased Water (the "Conveyance System").
 - As a High Pressure Water Line shall be tapped in order to provide water. City will not guarantee minimum or maximum water pressure. Purveyor shall be solely responsible for regulating the water pressure and shall

assume any and all liability as a result of insufficient or excess pressure, including any damage such pressures may cause. Purveyor shall assume all risks of liability for any failure of the Conveyance System.

- (B) **Limitations.** City shall not be obligated to provide more than a mutually agreed number of gallons of water per day under the water supply agreement.
- (C) **Costs.** All costs for provision of the tap, meter and Conveyance System shall be borne by Developer or Purveyor. Impact fees may be assessed and collected only in accordance with state law and city ordinances.
- (D) **Article V conditions.** Any wholesale water supply contract the City executes with a Purveyor shall include a provision that the wholesale water supply contract does not become effective until Developer fully complies with the terms and conditions of Article V., below, within the periods prescribed herein.

V. City's Water Treatment Plant and Water Transmission Easement

Part of the consideration for the City's execution of a water supply agreement shall be Developer's performance of the following:

- (A) **Conveyance of Water Treatment Plant property to City.** Within ten days of the execution of the wholesale water supply contract on behalf of the City, Developer shall execute a recordable Special Warranty Deed. The legal description of the Real Property being conveyed to City under the Special Warranty Deed shall be all of the Real Property described in the Water Treatment Plant Easement, and an additional 20-foot-wide area around the northern and western perimeters of existing Water Treatment Plant Easement property as well as an additional one acre tract on the northern and eastern boundary of the existing Water Treatment Plant Easement for future plant expansion, in a location to be mutually agreed to by both City and Developer. In no event, should such conveyance of Water Treatment Plant property to the City negatively impact Developer's access to the Reed Ranch.
- (B) **Water Transmission Easement.** Within ten days of the execution of the water supply agreement on behalf of the City, Developer shall execute a recordable instrument amending the Pipeline Easement and Right-Of-Way Agreement.
- (C) **Release of Obligation.** The Special Warranty Deed and instrument amending the Pipeline Easement and Right-Of-Way Agreement shall fully and finally release City from any and all obligations described in the Water Treatment Plant Easement and the Pipeline Easement and Right-Of-Way Agreement, including, but not limited to, the provision of three taps, construction of a two-inch water line and provision of 3,300 gallons of water daily.

VI. Non-binding Agreement

This MOU is intended to be non-binding and is entered into solely for the purpose of providing a framework for future negotiations between the Parties. The execution and delivery hereof by the City or Developer shall not, and does not, create any contractual rights or obligations to enter into a final agreement, nor shall the submission or acceptance of this MOU constitute any offer by any party to enter into any future transaction with the other or bind any party to pursue a transaction with the other concerning the subject matter of this MOU. No Party hereto shall have any obligations unto the other until such time as the wholesale water supply contract is fully negotiated, drafted, executed and delivered by and between them. Furthermore, any Party may, at any time prior to the execution and delivery of the wholesale water supply contract, abandon discussions concerning the subject matter of this MOU without liability.

To be effective as of the _____ day of _____, 2021.

City of Burnet

By: _____
Crista Goble Bromley, Mayor

Attest:

By: _____
Kelly Dix, City Secretary

Developer
Granite Partners LLC

By: _____
Michael G. MacDougall,
Authorized Agent

Exhibit "A"

Legal Description for real property owned by Granite Partners, LLC:

Being 2,397.14 acres, more or less, in Burnet County, Texas, as more particularly described in that certain Special Warranty Deed with Vendor's Lien dated May 26, 2020 and recorded at 202005998 of the Official Public Records of Burnet County, Texas, SAVED and EXCEPT, the following tracts of land:

1. BEING 100.43 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532; said 60.30 acre tract of land is described in that certain Warranty Deed with Vendor's Lien dated March 16, 2021 and recorded at 202104046 of the Official Public Records of Burnet County, Texas.
2. BEING 42.84 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532; said 42.84 acre tract of land is described in that certain Warranty Deed dated November 4, 2020 and recorded at 202014728 of the Official Public Records of Burnet County, Texas.
3. BEING 60.30 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532; said 60.30 acre tract of land is described in that certain Warranty Deed with Vendor's Lien dated October 28, 2020 and recorded at 202014226 of the Official Public Records of Burnet County, Texas.
4. BEING 20.20 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532; said 20.20 acre tract of land is described in that certain Warranty Deed dated July 17, 2020 and recorded at 202008557 of the Official Public Records of Burnet County, Texas.
5. BEING 25.0 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532; said 25.0 acre tract of land is described in that certain Warranty Deed dated May 28, 2020 and recorded at 202006067 of the Official Public Records of Burnet County, Texas.
6. BEING 200.00 acres of land, more or less, situated in Burnet County, Texas, part of the Abram Large Survey No. 32, Abstract No. 532 ; said 200.0 acre tract of land is described in that certain Special Warranty Deed with Vendor's Lien dated May 28, 2020 and recorded at 202006159 of the Official Public Records of Burnet County, Texas.



City of Burnet

David Vaughn
(512) 715-3208
dvaughn@cityofburne.com

P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

June 9, 2021

Honorable James Oakley Via email to countyjudge@burnetcountytexas.org
County Judge
Burnet County
220 S. Pierce,
Burnet, Texas 78611

Re:Wholesale Water

Dear Judge Oakley:

Please allow this letter serve to memorialize the City of Burnet's agreement to provide adequate wholesale water to serve the above referenced subdivision in consideration for the developer's commitment to resolve certain issues the City has with the existing water treatment plant and water transmission line easements.

It is contemplated that the City shall enter into a water supply agreement with Corix Utilities, and Corix shall serve as the water purveyor for the subdivision.

Should you have any questions or concerns, please do not hesitate to contact me by telephone at (512)715-3208.

Sincerely yours,

David Vaughn, City Manager

CC: Kendra Pesek via email to kendra@hillcountrytitles.com